

EXHIBIT 1

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 David W. Slayton,
 Executive Officer/Clerk of Court,
 By M. Elder, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

TERRI MCINTYRE, an individual

Plaintiff,

vs.

NATIONAL ACADEMY OF RECORDING
 ARTS & SCIENCES, INC. a/k/a and d/b/a THE
 RECORDING ACADEMY, a corporation;
 CHARLES MICHAEL GREENE a/k/a C.
 MICHAEL GREENE a/k/a MIKE GREENE, an
 individual; and DOES 1-20, inclusive

Defendants.

Case No. **23SMCV05799**

COMPLAINT FOR DAMAGES:

- 1. SEXUAL BATTERY;**
- 2. BATTERY;**
- 3. ASSAULT;**
- 4. NEGLIGENCE HIRING,
SUPERVISION, AND RETENTION;**
- 5. NEGLIGENCE;**
- 6. HARASSMENT IN VIOLATION OF
THE FAIR EMPLOYMENT AND
HOUSING ACT; AND**
- 7. FAILURE TO PREVENT
HARASSMENT IN VIOLATION OF
THE FAIR EMPLOYMENT AND
HOUSING ACT.**

**Filed Pursuant to
 Code of Civil Procedure Section 340.16,
 as amended by Assembly Bill 2777**

DEMAND FOR JURY TRIAL

COMPLAINT FOR DAMAGES

Based upon information and belief available to Plaintiff TERRI MCINTYRE (“Plaintiff”) at the time of the filing of this Complaint, Plaintiff alleges as follows against Defendants NATIONAL ACADEMY OF RECORDING ARTS & SCIENCES, INC. a/k/a and d/b/a THE RECORDING ACADEMY, a corporation; CHARLES MICHAEL GREENE a/k/a C. MICHAEL GREENE a/k/a MIKE GREENE, an individual; and DOES 1-20, inclusive (“Defendants”):

INTRODUCTION

1. As a young single mother in Los Angeles, Plaintiff was thrilled when she was hired for the position of Executive Director of the Los Angeles Chapter of the National Academy of Recording Arts & Sciences (“Academy”) in approximately 1994. Plaintiff believed she would be perfect for the position and the position would be perfect for her. Plaintiff could pursue her dreams of working within the Music Industry while giving back to the community through the philanthropic activities promoted by Defendant Academy, and at the same time, provide for herself and her young daughter.

2. However, Plaintiff did not know that for her to survive the Music Industry, maintain her career, and provide for her daughter, she would be forced to endure the pervasive, incessant, and routine sexual harassment and/or sexual assault perpetrated by her supervisor, President and Chief Executive Officer of the Academy, Charles Michael Greene (“Greene”).

3. Plaintiff did not know that no action would be taken upon her reporting of Defendant Greene’s unwanted advances to her supervisors at Defendant Academy.

4. Plaintiff did not know that she would be stuck in a trap of the pervasive, incessant, and routine sexual harassment and/or sexual assault perpetrated by Defendant Greene.

5. Plaintiff did not know that she would eventually need to resign from Defendant Academy to escape the pervasive, incessant, and routine sexual harassment and/or sexual assault perpetrated by Defendant Greene.

6. Plaintiff did not know that she would eventually need to flee California and move back to her hometown to escape the pervasive, incessant, and routine sexual harassment and/or sexual assault perpetrated by Defendant Greene.

1 Angeles County, California.

2 17. Plaintiff was an adult throughout the period of Defendant Greene's sexual
3 harassment, sexual assault, and/or sexual battery. Plaintiff brings this Complaint pursuant to
4 California Code of Civil Procedure Section 340.16, as amended by Assembly Bill 2777, for
5 damages suffered as a result of adult sexual assault. In addition, Plaintiff's claim for damages
6 suffered as a result of adult sexual assault is timely filed prior to December 31, 2023.

7 18. Plaintiff's Complaint is timely filed prior to December 31, 2023 and Plaintiff's
8 claims are revived pursuant to California Code of Civil Procedure § 340.16(e)(1) and § 340.16(e)(2)
9 as Plaintiff alleges that she was sexually assaulted, that Defendant Greene and/or Defendant
10 Academy are legally responsible for damages arising out of the sexual assault, and Defendant
11 Greene and/or Defendant Academy have engaged in a cover-up and/or an attempted cover-up of a
12 previous instance(s) and/or allegation(s) of sexual assault by Defendant Greene and/or an alleged
13 perpetrator as defined by California Code of Civil Procedure § 340.16(e)(2)(C) and §
14 340.16(e)(4)(A) as amended by Assembly Bill 2777.

15 19. Plaintiff is informed and believes and thereon alleges that Defendant Greene is, and
16 at all times relevant herein was, a resident of Los Angeles County, California. At the times of
17 Defendant Greene's sexual harassment, sexual assault, and/or sexual battery, Defendant Greene was
18 the President, Chief Executive Officer, and/or Chairman of Defendant Academy.

19 20. Plaintiff is informed and believes and thereon alleges that at the times of Defendant
20 Greene's sexual harassment, sexual assault, and/or sexual battery, Defendant Greene was also the
21 President, Chief Executive Officer, and/or Founder of MusiCares. Plaintiff is informed and believes
22 and thereon alleges believes that MusiCares is, and at all times relevant herein was, a non-profit
23 organization founded, operated, managed, and/or supervised by Defendant Academy.

24 21. Plaintiff is informed and believes and thereon alleges that Defendant Academy is a
25 corporation formed and incorporated in the State of Delaware in approximately 1987. Plaintiff is
26 further informed and believes and thereon alleges that Defendant Academy was incorporated in the
27 State of California in approximately 1987 with its principal place of business at 303 Glenoaks
28 Blvd., Burbank, California 91502.

1 22. Plaintiff is informed and believes and thereon alleges that Defendant Academy is a
2 corporate entity resulting from a series of mergers, consolidations, and/or de-facto mergers of
3 affiliated entities. Plaintiff is informed and believes and thereon alleges that in approximately 1993,
4 Defendant Academy merged with the National Academy of Recording Arts and Sciences (Los
5 Angeles Chapter), resulting in the survival of Defendant Academy as a successor entity.

6 23. Plaintiff is informed and believes and thereon alleges that as a result of the
7 approximately 1993 merger with the National Academy of Recording Arts and Sciences (Los
8 Angeles Chapter), Defendant Academy assumed all obligations, liabilities, debts, and/or business
9 operations of the National Academy of Recording Arts and Sciences (Los Angeles Chapter).

10 24. Plaintiff is informed and believes and thereon alleges that as a result of the
11 aforementioned merger, Defendant Academy promptly continued the business operations of the
12 National Academy of Recording Arts and Sciences (Los Angeles Chapter), such that to maintain a
13 façade of continued separate existence would serve to perpetrate a fraud or injustice.

14 25. Plaintiff is informed and believes and thereon alleges that Defendant Academy has
15 continuously maintained its corporate status and business operations in the State of California,
16 County of Los Angeles, since approximately 1987. Plaintiff is further informed and believes and
17 thereon alleges that Defendant Academy maintains its current principal place of business at 3030
18 Olympic Blvd., Santa Monica, California, 90404.

19 26. Plaintiff is informed and believes and thereon alleges that Defendant Academy
20 maintains, and/or at all times relevant herein maintained, a Board of Trustees and Governors
21 (“Board”). Plaintiff is further informed and believes and thereon alleges that at the times of
22 Defendant Greene’s sexual harassment, sexual assault, and/or sexual battery, the Board controlled,
23 maintained, operated, managed, supervised, and/or governed Defendant Academy and/or Defendant
24 Greene.

25 27. Plaintiff is informed and believes and thereon alleges that at the times of Defendant
26 Greene’s sexual harassment, sexual assault, and/or sexual battery, Defendant Academy employed,
27 controlled, managed, supervised, maintained, compensated, directed, and/or retained the authority
28 to terminate Defendant Greene in Defendant Greene’s position as President, Chief Executive

1 Officer, and/or Chairman of Defendant Academy, MusiCares, and/or affiliated entities.

2 28. Plaintiff is informed and believes and thereon alleges that at the times of Defendant
3 Greene's sexual harassment, sexual assault, and/or sexual battery of Plaintiff, Defendant Academy
4 employed, controlled, managed, supervised, compensated, maintained, and/or directed Plaintiff as
5 an Executive Director of the Los Angeles Chapter of Defendant Academy.

6 29. Plaintiff is informed and believes and thereon alleges at the times of Defendant
7 Greene's sexual harassment, sexual assault, and/or sexual battery, Defendant Academy authorized,
8 maintained, and/or ratified Defendant Greene as Plaintiff's supervisor and/or superior at Defendant
9 Academy.

10 30. The true names and capacities, whether individual, corporate, partnership, associate,
11 or otherwise, of Defendants DOES 1-20, inclusive, are unknown to Plaintiff. Accordingly, Plaintiff
12 sues DOES 1-20 by such fictitious names pursuant to California Code of Civil Procedure § 474.
13 Plaintiff will amend this Complaint to allege their true names and capacities when they are
14 ascertained. Each of these fictitiously named defendants is an alter ego of one or more of the named
15 Defendants, or is in some manner liable or responsible to Plaintiff under the causes of action set
16 forth in this Complaint.

17 31. Plaintiff is informed and believes and thereon alleges, at all times material hereto,
18 there existed a unity of interest and ownership among Defendants and each of them, such that an
19 individuality and separateness between Defendants ceased to exist. Defendants were the successors-
20 in-interest and/or alter ego of the other Defendants in that they purchased, controlled, dominated,
21 and/or operated each other without any separate identity, observation of formalities, or any other
22 separateness. To continue to maintain the façade of a separate and individual existence between and
23 among Defendants, and each of them, would serve to perpetuate a fraud and injustice.

24 32. Plaintiff is informed and believes and thereon alleges, at all times material hereto,
25 Defendants were the agents, representative, servants, employees, partners, and/or joint ventures of
26 each and every other Defendant and were acting within the course and scope of said alternative
27 capacity, identity, agency, representation, and/or employment and were within the scope of their
28 authority, whether actual or apparent. Each of the Defendants is responsible in some manner for one

1 or more of the events and happenings described herein. Each Defendant approved and/or ratified the
 2 conduct of each other Defendant. Consequently, each Defendant is jointly and severally liable to
 3 Plaintiff for the damages sustained as a proximate result of his, her, or its conduct. Each of the
 4 Defendants proximately caused the injuries and damages alleged.

5 33. Each of the Defendants aided and abetted each other Defendant. Each Defendant
 6 knowingly gave substantial assistance to each other Defendant, as well as Defendants' employees
 7 who performed the wrongful conduct alleged herein. Accordingly, each Defendant is jointly and
 8 severally liable for the damages proximately caused by the wrongful conduct of each Defendant,
 9 and their respective employees.

10 34. Each of the Defendants is, and at all relevant times herein mentioned was, the co-
 11 conspirator of each other and, therefore, each Defendant is jointly and severally liable to Plaintiff
 12 for the damages sustained as a proximate result of each other Defendant. Each Defendant entered
 13 into an express or implied agreement with each of the other Defendants to commit the wrongs
 14 herein alleged.

15 35. Whenever reference is made to "Defendants" in this Complaint, such allegation shall
 16 be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

17 **GENERAL FACTUAL ALLEGATIONS**

18 **I. Defendant Academy and Defendant Greene recruit and hire Plaintiff for the** 19 **Executive Director position.**

20 36. In approximately the fall of 1993, Plaintiff was contacted by Ron Kramer, an
 21 executive at Defendant Academy. Mr. Kramer informed Plaintiff that Defendant Academy was
 22 hiring for the position of Executive Director of the Defendant Academy's Los Angeles Chapter, and
 23 Plaintiff had been recommended as a candidate.

24 37. Elated to have the opportunity to interview for a prestigious position at the most
 25 prestigious organization in the Music Industry, Plaintiff welcomed the opportunity to meet with Mr.
 26 Kramer.

27 38. After meeting with Mr. Kramer in Defendant Academy's headquarters in Santa
 28 Monica, California, Plaintiff was informed that she was to complete a phone interview with

1 Defendant Greene as the next step in the interview process. Plaintiff understood Defendant Greene
2 to be the Chief Executive Officer of Defendant Academy, The Grammy Foundation, and/or
3 MusiCares.

4 39. After a thorough phone interview with Defendant Greene, Defendant Greene
5 instructed Plaintiff to meet Defendant Greene in person at Defendant Academy's headquarters.

6 40. During Plaintiff's first in-person meeting with Defendant Greene, Defendant Greene
7 discussed the Executive Director position with Plaintiff, Defendant Greene's goals and dreams for
8 Defendant Academy, and how Defendant Greene thought that Plaintiff was an ideal candidate for
9 the job.

10 41. After ending the first in-person meeting with a personal tour of Defendant
11 Academy's headquarters, Defendant Greene instructed Plaintiff that the next step in the hiring
12 process was to put Plaintiff's name before the Board for their approval.

13 42. Defendant Greene also instructed Plaintiff that Defendant Greene would "coach"
14 Plaintiff for the interview with the Board to help ensure her hiring. Plaintiff found it odd that she
15 would need to be coached for an interview, particularly because Defendant Greene's offer was
16 unsolicited.

17 43. What Plaintiff did not know at the time of Defendant Greene's offer was that
18 Defendant Greene's coaching would include numerous unsolicited calls from Defendant Greene,
19 meeting Defendant Greene at his home, Defendant Greene taking Plaintiff out for dinner, and
20 Defendant Greene requesting that Plaintiff join Defendant Greene in his home following dinner.

21 44. Indeed, Defendant Greene did call Plaintiff and instruct her to meet Defendant
22 Greene at Defendant Greene's home in or around Glendale, California.

23 45. Indeed, Defendant Greene brought Plaintiff to dinner under the guise of Defendant
24 Greene conducting a mock interview with Plaintiff, a mock interview where Defendant Greene
25 flirted with Plaintiff.

26 46. Indeed, Defendant Greene requested that Plaintiff accompany Defendant Greene into
27 his home after dinner. However, Plaintiff declined Defendant Greene's request.

28 47. After avoiding Defendant Greene's advances, Plaintiff completed her formal and

1 final interview with the Board at the Universal Hilton Hotel.

2 48. Shortly thereafter, Plaintiff was informed by Defendant Academy that she had been
3 hired for the position, that she would be the Executive Director of the Los Angeles Chapter of
4 Defendant Academy.

5 49. Plaintiff was excited and eager to begin what she felt was her dream job at Defendant
6 Academy. As Executive Director, Plaintiff would work closely with leadership of the charitable
7 wing of Defendant Academy, including MusiCares and The Grammy Foundation. Plaintiff was
8 perfect for the position, and the position was perfect for her. Most important, the position allowed
9 Plaintiff to provide for her young daughter.

10 50. However, what Plaintiff did not know was that Plaintiff's position was also perfect
11 for Defendant Greene. Plaintiff's position allowed Defendant Greene to control Plaintiff, to isolate
12 Plaintiff, to manipulate Plaintiff, to sexually harass Plaintiff, and to sexually assault Plaintiff. Most
13 important, the position allowed for Defendant Greene to provide for his perverse sexual desires
14 unabashedly, without repercussion, and without any protection for Plaintiff.

15 **II. Plaintiff begins her dream job, but quickly learns that Defendant Greene is**
16 **targeting her.**

17 51. Plaintiff's excitement and hope led her into her new office at Defendant Academy's
18 headquarters. Despite her confusion around Defendant Greene's coaching, Plaintiff looked forward
19 to working closely with Mr. Greene. Plaintiff understood that Defendant Greene was one of, if not
20 the, most powerful individuals in the Music Industry. Defendant Greene's vast knowledge, network
21 of contacts, and power would be foundational for Plaintiff's success as Executive Director, crucial
22 for Plaintiff's intent to continue to grow her career in the Music Industry.

23 52. Yet, Plaintiff's excitement and hope quickly began to dissipate after multiple
24 employees of Defendant Academy told Plaintiff that she was Defendant Greene's type – Plaintiff
25 was blonde, fit, young, and smart.

26 53. Plaintiff was shocked by these statements, knowing that Defendant Greene was
27 married with children.

28 54. Plaintiff soon came to learn first-hand that her peers were not exaggerating,

1 Defendant Greene himself informed Plaintiff that he expected Plaintiff to perform sex acts for
2 Defendant Greene in order to remain employed and progress at Defendant Academy.

3 55. Indeed, Defendant Greene repeatedly told Plaintiff that she needed to “give some
4 head to get ahead” with Defendant Greene and Defendant Academy.

5 56. Defendant Greene’s demands for sex acts in return for Plaintiff’s career were not
6 unfounded, Defendant Greene threatened Plaintiff that Defendant Greene could, and would,
7 blackball Plaintiff’s career if she did not succumb to Defendant Greene’s sexual desires.

8 57. Defendant Greene had set his trap around Plaintiff. He commanded his expectation
9 of sex acts to Plaintiff, and warned Plaintiff that her failure to comply with his commands would
10 result in more than just the end of her position at Defendant Academy, but in the Music Industry as
11 a whole.

12 58. With the trap set, Defendant Greene just needed to continue to tighten it around
13 Plaintiff.

14 **III. Defendant Greene sexually assaults Plaintiff at Defendant Academy’s Annual**
15 **Trustees’ Meeting.**

16 59. During the course of Plaintiff’s employment with Defendant Academy, Defendant
17 Academy held an annual meeting of Trustees. In approximately May of 1994, Defendant
18 Academy’s meeting of Trustees was held in or around Kona, Hawaii.

19 60. At the time of Defendant Academy’s meeting of Trustees in approximately May of
20 1994, Plaintiff had only been employed by Defendant Academy and under the supervision of
21 Defendant Greene for approximately 2-3 months.

22 61. Although Plaintiff had begun to become aware of Defendant Greene’s propensities,
23 Plaintiff had yet to appreciate the depth of Defendant Greene’s propensity to commit sexual assault
24 upon his subordinate employees.

25 62. As Executive Director of the Los Angeles Chapter of Defendant Academy, Plaintiff
26 attended Defendant Academy’s meeting of Trustees in or around Kona, Hawaii.

27 63. While at the meeting of Trustees, Plaintiff witnessed and participated in discussions
28 regarding business matters affecting Defendant Academy and/or The Grammys.

1 64. Plaintiff is informed and believes and thereon alleges that at the meeting of Trustees,
2 the fiduciary Trustees of Defendant Academy discussed Defendant Greene's compensation and
3 bonuses to be awarded to Defendant Greene.

4 65. Defendant Academy ended the meeting of Trustees by hosting a dinner and concert
5 for employees of Defendant Academy.

6 66. At the conclusion of the dinner and concert, Defendant Greene requested that
7 Plaintiff meet Defendant Greene in Defendant Greene's hotel room with other employees of
8 Defendant Academy to celebrate by consuming champagne.

9 67. In Defendant Greene's hotel room, Defendant Greene served champagne from
10 Defendant Greene's refrigerator to Plaintiff and other employees of Defendant Academy.

11 68. Defendant Greene poured glasses of champagne and individually handed the glasses
12 to each person, including Plaintiff, in Defendant Greene's hotel room.

13 69. After Plaintiff sipped the champagne provided by Defendant Greene, Plaintiff
14 quickly began to feel unwell and began to lose control of her physical movements. As Plaintiff
15 continued to lose control of her body, she noticed others exiting Defendant Greene's hotel room,
16 leaving Plaintiff isolated with Defendant Greene.

17 70. Plaintiff's last memory prior to waking up was being alone with Defendant Greene in
18 Defendant Greene's hotel room.

19 71. The next thing Plaintiff recalls is waking up nude in Defendant Greene's bed.

20 72. When Plaintiff awoke, Defendant Greene was still asleep, lying nude next to
21 Plaintiff.

22 73. Plaintiff felt unstable, queasy, and nauseated, but she was determined to exit
23 Defendant Greene's room as quickly as possible.

24 74. As Plaintiff gathered her clothing, shoes, purse, and room key, Plaintiff noticed what
25 Plaintiff is informed and believes was blue candle wax strewn about Defendant Greene's hotel
26 room.

27 75. Plaintiff slipped her dress over her head, grabbed her shoes in her hand, and exited
28 Defendant Greene's room as quickly and quietly as she could.

1 76. With her shoes in her hand, Plaintiff walked to her hotel room, collapsing on her bed
2 as she cried uncontrollably.

3 77. Plaintiff knew what Defendant had done to her, Plaintiff felt wetness between her
4 legs and smelled of intercourse.

5 78. Feeling confused, repulsed, violated, soiled, shaken, and ashamed, Plaintiff struggled
6 to stand in the shower as she tried to wash Defendant Greene and his sexual assault off her
7 weakened body.

8 79. Yet, having to travel back to Los Angeles that morning to reunite with her daughter,
9 Plaintiff had to pull herself together.

10 80. Upon returning to Los Angeles, in an attempt to cope with Defendant Greene's
11 drugging and sexual assault, Plaintiff began to meet with a mental health professional.

12 81. Although a mental health professional urged Plaintiff to report Defendant Greene's
13 sexual assault to the police, Plaintiff did not feel mentally strong enough to do so.

14 82. Plaintiff knew that any report she made would not be pursued. Plaintiff was a young,
15 single mother and Defendant Greene was a wealthy, powerful, and prominent figure in the Music
16 Industry.

17 83. Moreover, Plaintiff knew by this time that any report she made would effectively end
18 her career. Just as Defendant Greene got Plaintiff her position, he held the power to effectively
19 block her from any further positions in the Music Industry. Out of fear of Defendant Greene,
20 Defendant Academy, and her inability to provide her daughter without this position, Plaintiff could
21 not bring herself to report Defendant Greene at this time.

22 84. Additionally, following her unexpected and unexplained intoxication after Defendant
23 Greene had personally served her champagne, Plaintiff refused to accept drinks from others or drink
24 something that was not personally opened by her.

25 85. It is at this time that Defendant Greene's trap around Plaintiff became tighter, his
26 threats and reverence had deterred Plaintiff from reporting his crimes – leaving an already
27 vulnerable Plaintiff at the will of Defendant Greene and Defendant Academy.
28

IV. Defendant Greene continues to leverage his position at Defendant Academy to sexually harass and sexually assault Plaintiff.

86. What Defendant Greene and Defendant Academy had failed to tell Plaintiff during the hiring process was that Defendant Greene would repeatedly and incessantly walk into Plaintiff's office at Defendant Academy without invitation and without purpose.

87. Even when Plaintiff was meeting with other professionals in the Music Industry, Defendant Greene barged into Plaintiff's office and closed the door to Plaintiff's office without Plaintiff's permission.

88. Despite Plaintiff expressing to Defendant Greene that it was disrespectful to walk into her office unannounced, and even more disrespectful to close the door without Plaintiff's permission, Defendant Greene did not change his actions.

89. Instead, Defendant Greene told Plaintiff that Defendant Greene secured Plaintiff's employment at Defendant Academy, that Defendant Greene was Plaintiff's supervisor, that Defendant Greene was in charge of Defendant Academy, and that Defendant Greene would do as he pleased.

90. Defendant Greene consistently sat on the corner of Plaintiff's desk, facing Plaintiff as Defendant Green pressed Defendant Greene's legs and feet against Plaintiff's body.

91. In an attempt to cope with Defendant Greene's repeated violation of Plaintiff's personal space, Plaintiff began to stand up from her chair and walk around her office when Defendant Greene arrived, providing Plaintiff the opportunity to prevent Defendant Greene from trapping her.

92. When Plaintiff did stand, Defendant Greene frequently, repeatedly, and/or consistently moved toward Plaintiff, backing Plaintiff into a wall and preventing Plaintiff from moving any further from Defendant Greene.

93. After backing Plaintiff into a wall, leaving Plaintiff with no escape route, Defendant Greene pressed the front of Defendant Greene's body against the front of Plaintiff's body.

94. Plaintiff also tried to use her desk to create physical distance between herself and Defendant Greene, positioning her desk in an attempt to make it difficult for Defendant Greene to

1 violate Plaintiff's personal space.

2 95. However, Defendant Greene scolded Plaintiff for standing up from her chair,
3 demanding that Plaintiff remain seated until Defendant Greene decided that she could stand.

4 96. Yet, Defendant Greene's demands of Plaintiff and invasion of Plaintiff's personal
5 space were not the biggest problems Plaintiff had to overcome.

6 97. Rather, when Defendant Greene trapped Plaintiff in Plaintiff's office at Defendant
7 Academy, Defendant Greene consistently, routinely, and/or repeatedly used Defendant Greene's
8 hands to touch Plaintiff's legs, shoulders, neck, and breasts.

9 98. But Defendant Greene did not stop there. If Plaintiff did stand up, despite Defendant
10 Greene's orders to remain seated, Defendant Greene used Defendant Greene's hands to grasp, grab,
11 and/or manipulate Plaintiff's buttocks.

12 99. Defendant Greene's propensity to sexually harass and sexually assault Plaintiff by
13 groping her buttocks became so severe and pervasive that Plaintiff began taking actions to evade
14 Defendant Greene, including, but not limited to, not standing next to Defendant Greene when group
15 photographs were taken as Defendant Greene frequently used such opportunities to grope her.

16 100. After Plaintiff returned home from work one night, she received a call from her
17 female supervisor at Defendant Academy. When Plaintiff answered the phone, she immediately
18 heard the supervisor crying as the supervisor asked Plaintiff if Plaintiff was having an affair with
19 Defendant Greene.

20 101. After Plaintiff told her supervisor that she was not having an affair with Defendant
21 Greene, Plaintiff's supervisor disclosed to Plaintiff that Plaintiff's supervisor had been in a
22 relationship with Defendant Greene for some time, and that Plaintiff's supervisor had recently
23 aborted Defendant Greene's child after Defendant Greene impregnated her.

24 102. When Plaintiff arrived at Defendant Academy's headquarters the next day,
25 Defendant Greene was waiting for Plaintiff, telling Plaintiff that they needed to meet in Defendant
26 Greene's office immediately.

27 103. In Defendant Greene's office, Defendant Greene asked Plaintiff if she had spoken to
28 her supervisor the previous night. After Plaintiff initially declined to share the contents of her

1 conversation with her supervisor, Defendant Greene demanded that Plaintiff disclose the contents of
2 the conversation or Plaintiff would be terminated.

3 104. Under the threat of immediate termination, Plaintiff told Defendant Greene the
4 details of her conversation with her supervisor.

5 105. After disclosing the contents of her conversation, Plaintiff was stuck. Her female
6 supervisor was harsh and difficult with Plaintiff for sharing the details of their intimate
7 conversation. On the other side, Defendant Greene was on alert that Plaintiff now knew about his
8 affair with an employee of Defendant Greene and Defendant Academy.

9 106. On top of this, Defendant Greene continued to remind Plaintiff about his quid pro
10 quo proposition – that Defendant Greene would personally ensure that Plaintiff continued to climb
11 the corporate ladder of Defendant Academy if Plaintiff would change her stance and engage in a
12 sexual relationship with Defendant Greene.

13 107. Defendant Greene's trap was quickly tightening around Plaintiff. Plaintiff was
14 Defendant Greene's type. Plaintiff was demanded to perform sex acts for continued employment.
15 Plaintiff was threatened that Defendant Greene, through his position at Defendant Academy, could
16 end Plaintiff's career instantaneously. Defendant Greene had also alienated Plaintiff from one of her
17 supervisors at Defendant Academy, unilaterally removing an escape from his trap. Without this job
18 Plaintiff would be unable to continue her career in the Music Industry, and, more important, would
19 be unable to provide for her young daughter.

20 108. Although Plaintiff refused to engage in sexual contact or a relationship with
21 Defendant Greene, Defendant Greene had successfully trapped Plaintiff – beautiful, blonde, fit,
22 young, smart, vulnerable, and wholly dependent upon Defendant Greene and Defendant Academy.

23 109. Defendant Greene's conduct was so severe and pervasive that Plaintiff's assistant
24 commented to Plaintiff that he noticed a change in Plaintiff when Defendant Greene approached
25 Plaintiff's office.

26 110. In response to Plaintiff's assistant's concerns for Plaintiff, her assistant devised a
27 safety plan and warning system that he relayed to Plaintiff.

28 111. The plan was that when Plaintiff's assistant saw Defendant Greene approaching

1 Plaintiff's office, the assistant would ring the bell the assistant kept at his desk, providing Plaintiff
2 advanced notice of Defendant Greene's presence.

3 **V. Defendant Greene sexually assaults Plaintiff in Defendant Greene's home under the**
4 **guise of traveling to a meeting.**

5 112. While Plaintiff was in her office at Defendant Academy's headquarters, Defendant
6 Greene again entered Plaintiff's office without notice or permission.

7 113. In Plaintiff's office, Defendant Greene commanded Plaintiff to leave with Defendant
8 Greene in 15 minutes to attend a meeting at Pepperdine University in Malibu, California. Plaintiff is
9 informed and believes and thereon alleges that Pepperdine University was being considered as an
10 additional site for an upcoming Grammy in the Schools event. Defendant Greene told Plaintiff that
11 Defendant Greene would drive himself and Plaintiff to Pepperdine University.

12 114. As Defendant Greene drove north on the Pacific Coast Highway, Defendant Greene
13 turned into a housing development in or around Malibu, California.

14 115. Once in the development, Defendant Greene drove toward the ocean and pulled into
15 the driveway of a large home that was under construction.

16 116. Plaintiff asked Defendant Greene why they were stopping at the home, to which
17 Defendant Greene replied that they were early for their meeting and that Defendant Greene wanted
18 to show Plaintiff Defendant Greene's new home.

19 117. Plaintiff was nervous given Defendant Greene's sexual assault of Plaintiff in Hawaii,
20 and his continued sexual harassment and/or sexual assault at Defendant Academy. However, the
21 presence of construction workers in and around Defendant Greene's home somewhat eased
22 Plaintiff's concerns.

23 118. After Defendant Greene led Plaintiff through a tour of Defendant Greene's new
24 home, Defendant Greene told Plaintiff that he wanted Plaintiff to see Defendant Greene's private
25 beach.

26 119. Fearful of protesting against Defendant Greene's requests, Plaintiff reluctantly
27 followed Defendant Greene down to Defendant Greene's beach.

28 120. At the beach, Defendant Greene sat on a rock and requested Plaintiff sit next to

1 Defendant Greene. However, fearful of Defendant Greene, Plaintiff declined to sit next to him.

2 121. At this time, Plaintiff also informed Defendant Greene that Plaintiff was
3 menstruating. Plaintiff had hoped that this would dissuade Defendant Greene from subjecting
4 Plaintiff to further sexual assault and sexual harassment.

5 122. Defendant Greene then led Plaintiff back into Defendant Greene's home where the
6 construction workers who had been present earlier were now completely absent.

7 123. In the kitchen of his home, Defendant Greene pulled out two chairs from beneath a
8 table.

9 124. After Plaintiff sat down in one of the chairs, Defendant Greene remained standing
10 and paced around Plaintiff. As Defendant Greene paced around Plaintiff, Defendant Greene talked
11 about Pepperdine University and the University's potential involvement in the Grammys in the
12 Schools Events.

13 125. As Defendant Greene paced around Plaintiff, Plaintiff had lost track of Defendant
14 Greene's physical proximity to her.

15 126. Suddenly, Defendant Greene appeared in front of Plaintiff with Defendant Greene's
16 erect penis exposed to Plaintiff as Defendant Greene stood over her.

17 127. Before Plaintiff could react, Defendant Greene grabbed the back of Plaintiff's head
18 with Defendant Greene's hands and shoved his erect penis into Plaintiff's mouth.

19 128. Plaintiff tried to get away from Defendant Greene, but Defendant Greene maintained
20 his firm hold on Plaintiff's head as Plaintiff gagged.

21 129. Defendant Greene then ejaculated into Plaintiff's mouth.

22 130. As Defendant Greene ejaculated into Plaintiff's mouth, Defendant Greene moved
23 Defendant Greene's hands from the back of Plaintiff's head to the back of Plaintiff's arms, firmly
24 grabbing Plaintiff's triceps.

25 131. With his hands firmly on Plaintiff's triceps, Defendant Greene pulled Plaintiff out of
26 the chair.

27 132. As Defendant Greene pulled Plaintiff out of the chair, Defendant Greene pressed
28 Defendant Greene's mouth against Plaintiff's mouth.

1 133. As Defendant Greene pressed his mouth against Plaintiff's mouth, Defendant Greene
2 sucked the contents of Defendant Greene's semen out of Plaintiff's mouth.

3 134. After Defendant Greene sucked the contents of Defendant Greene's semen out of
4 Plaintiff's mouth, Defendant Greene said, "next time, don't swallow so fast. I love the taste of my
5 own cum."

6 135. Defendant Greene then released his grip on Plaintiff's arms, dropping Plaintiff back
7 into the chair.

8 136. Plaintiff was shocked and frozen – she did not know if Defendant Greene was going
9 to harm her again, she did not have a ride, and was trapped inside of his home.

10 137. Defendant Greene then walked back toward Plaintiff, directing Plaintiff to leave the
11 home with Defendant Greene.

12 138. Instead of driving to Pepperdine University as Defendant Greene had told Plaintiff,
13 Defendant Greene drove back to the headquarters of Defendant Academy.

14 139. At Defendant Academy's headquarters, Plaintiff exited Defendant Greene's car as
15 quickly as she could to get in her own vehicle and flee.

16 140. Without a babysitter, Plaintiff had to pick up and care for her daughter after Plaintiff
17 had just been violently sexually assaulted by her supervisor, Defendant Greene.

18 **VI. Plaintiff tries to escape Defendant Greene's trap, only to learn that Defendant**
19 **Academy has helped Defendant Greene make the trap unescapable.**

20 141. Plaintiff's first attempt to escape Defendant Greene's sexual harassment and sexual
21 assault trap was through coping, hoping that she could control the mental and emotional distress
22 that Defendant Greene had subjected her to.

23 142. Plaintiff began counseling soon after being hired, sexually harassed, and sexually
24 assaulted by Defendant Greene. Approximately twice a week, Plaintiff secured a private mental
25 health professional to help Plaintiff cope with the trauma caused by Defendant Greene.

26 143. However, counseling did not stop Defendant Greene's routine sexual harassment
27 and/or sexual assault of Plaintiff, forcing Plaintiff to search for more escape routes from Defendant
28 Greene's trap.

1 144. Plaintiff began dressing in pants when she went to work at Defendant Academy and
2 began wearing non-prescription glasses. Plaintiff hoped that changing her appearance would deter
3 Defendant Greene from tightening his trap.

4 145. However, Defendant Greene cut off this escape route by continuing to sexually
5 harass and/or sexually abuse Plaintiff.

6 146. Unable to escape Defendant Greene on her own, Plaintiff decided she needed to be
7 more pro-active, she needed to find new coping mechanisms, new ways to survive inside Defendant
8 Greene's trap of sexual harassment and/or sexual assault. Plaintiff needed help.

9 147. However, Plaintiff is informed and believes and thereon alleges that Defendant
10 Academy did not have a Human Resources department during Plaintiff's employment.

11 148. Without Defendant Academy providing Plaintiff a path to report sexual harassment
12 and/or sexual assault committed by her supervisor, Plaintiff was running out of options to escape
13 the ever-tightening trap.

14 149. Without Human Resources, Plaintiff turned to her supervisors in an attempt to find
15 relief.

16 150. However, Defendant Greene had already alienated Plaintiff from one of her
17 supervisors, dwindling Plaintiff's ability to seek help.

18 151. With one supervisor unapproachable, Plaintiff went a level higher in the corporate
19 hierarchy of Defendant Academy, reaching out to Rob Senn who Plaintiff is informed and believes
20 and thereon alleges was the then General Manager of Defendant Academy.

21 152. Plaintiff guardedly expressed to Mr. Senn that Defendant Greene caused Plaintiff to
22 feel unsafe and stalked. Plaintiff also expressed to Mr. Senn that Plaintiff had been receiving
23 unwanted advances, and Plaintiff was concerned that her work-product would be judged by her
24 compliance with Defendant Greene's demands.

25 153. After Plaintiff had expressed the aforementioned concerns to Mr. Senn, Defendant
26 Academy installed Kristen Madsen as new direct supervisor of Plaintiff and other employees at
27 Defendant Academy.

28 154. After Ms. Madsen's installation, Plaintiff told Ms. Madsen that Defendant Greene

1 caused Plaintiff to feel unsafe and stalked, that Plaintiff had been receiving unwanted advances, and
2 that Plaintiff was concerned that her work-product would be judged by her compliance with
3 Defendant Greene's demands.

4 155. Yet, Madsen and Senn did not provide Plaintiff relief or an escape route. Instead,
5 Madsen and Senn reminded Plaintiff of Defendant Greene's power at Defendant Academy and in
6 the Music Industry as a whole.

7 156. Rather than take action, Madsen and Senn told Plaintiff that rumors of Defendant
8 Greene had existed previously, but Defendant Greene was beyond reproach, bulletproof, and that
9 there was nothing that Madsen and Senn could do to help Plaintiff.

10 157. The advice given by Madsen and Senn to Plaintiff was that she should just find a
11 way to get along with Defendant Greene, she should appease him. If she could not appease
12 Defendant Greene, Plaintiff would not be successful, or employed, at Defendant Academy for very
13 long.

14 158. Approximately one week after Plaintiff reported Defendant Greene to Senn, Senn
15 approached Plaintiff with a large white envelope.

16 159. Inside of the envelope provided by Senn was a handwritten letter and a State of
17 California Worker's Compensation Form.

18 160. Plaintiff is informed and believes and thereon alleges that Senn's letter stated that
19 Worker's Compensation may help Plaintiff cover her medical expenses.

20 161. Plaintiff is informed and believes and thereon alleges that Senn's use of the term
21 medical expenses referred to Plaintiff's counseling.

22 162. Furthermore, on the basis of statements made by employees, agents, and/or members
23 of Defendant Academy's accounting department and/or management, Plaintiff is informed and
24 believes and thereon alleges that Defendant Academy and/or Defendant Greene had given several
25 severance packages and/or payments to multiple female employees of Defendant Academy who had
26 left Defendant Academy prior to and/or during Plaintiff's employment at Defendant Academy.

27 163. Plaintiff is informed and believes and thereon alleges that on the basis of the
28 statements by employees, agents, and/or members of Defendant Academy's accounting department

1 and/or management, the referenced severance packages to female employees were exchanges for
2 signed Non-Disclosure Agreements and/or confidentiality agreements.

3 164. Plaintiff is informed and believes and thereon alleges that the aforementioned Non-
4 Disclosure Agreements and severance package and/or payment exchanges arose from sexual
5 harassment, sexual assault, harassment, assault, and/or battery committed by Defendant Greene
6 upon female employees of Defendant Academy who were subordinate to Defendant Greene.

7 165. Plaintiff is informed and believes and thereon alleges that the aforementioned Non-
8 Disclosure Agreements and severance package and/or payment exchanges arose from the
9 negligence; negligent hiring, supervision, and retention; and/or violations of the California Fair
10 Employment and Housing act committed by Defendant Academy due to Defendant Greene's sexual
11 harassment, sexual assault, harassment, assault, and/or battery of Defendant Greene upon female
12 employees of Defendant Academy who were subordinate to Defendant Greene.

13 166. Plaintiff was forced to accept Defendant Greene's sexual harassment and/or sexual
14 assault as commonplace at Defendant Academy. Despite reporting Defendant Greene's sexual
15 harassment and/or sexual assault to her direct supervisors, and with the information and belief that
16 Defendant Academy had a pattern and practice of engaging Defendant Greene's victims in Non-
17 Disclosure Agreements, Plaintiff was alone.

18 167. Plaintiff was stuck in Defendant Greene's trap, reinforced by Defendant Academy,
19 with no escape route.

20 **VII. Plaintiff's last attempt to escape and her flee for safety.**

21 168. Plaintiff needed her position to support her daughter. However, having been subject
22 to Defendant Greene's routine sexual harassment and/or sexual assault, and having exhausted
23 attempts to have her supervisors help defend her against Defendant Greene, Plaintiff went to the
24 Board.

25 169. Plaintiff asked several members of the then Board of Defendant Academy for a
26 position at one of their companies. Plaintiff was not picky; she merely needed to leave Defendant
27 Academy and escape the trap of Defendant Greene.

28 170. However, none of the Trustees hired Plaintiff, telling Plaintiff that despite their

1 admiration for her and her work they simply could not hire an employee of Defendant Greene.

2 171. The Trustees warned Plaintiff that Defendant Greene would retaliate if they hired
3 one of his employees, that Defendant Greene may decide to reject one of the Trustees's artists on
4 the Grammy telecast. They could not take such a risk.

5 172. Plaintiff had nowhere else turn, and she had no more strength to fight off Defendant
6 Greene.

7 173. Moreover, Plaintiff is informed and believes and thereon alleges that Defendant
8 Greene became more emboldened following his sexual assault of Plaintiff at his Malibu home
9 because of absence of any repercussion from doing so.

10 174. Plaintiff's optimism for her career, her life, and ability to care for her daughter was
11 destroyed. Plaintiff was in survival mode.

12 175. Plaintiff became terrified to go to the office of Defendant Academy, and she instead
13 scheduled meetings away from her office, and Defendant Greene, as much as she could.

14 176. Plaintiff is informed and believes and thereon alleges that in response to Plaintiff's
15 avoidance of Defendant Greene, Defendant Greene began to incessantly question Plaintiff's
16 assistants as to Plaintiff's whereabouts.

17 177. Defendant Greene also insisted that Plaintiff carry a pager. Plaintiff is informed and
18 believes and thereon alleges that Defendant Greene's command that she carry a pager was made to
19 enable Defendant Greene to contact Plaintiff at any time at a moment's notice.

20 178. It is at this point that Plaintiff came to understand that her hopes, dreams, and
21 aspirations to work in the Music Industry were defunct and unreachable. Plaintiff's dream had
22 quickly turned into her nightmare, a nightmare that she could not escape.

23 179. In approximately April of 1996, Plaintiff submitted a two-week notice of her
24 resignation to Defendant Academy, referencing in her resignation letter that there were serious
25 problems in her work environment at Defendant Academy.

26 180. Approximately two weeks later, and after receiving a Rolex watch from the Board as
27 a departure gift, Plaintiff resigned from Defendant Academy and left the State of California, fleeing
28 to her hometown.

1 181. Plaintiff's resignation and flight from California came after approximately two years
2 of enduring Defendant Greene's sexual harassment.

3 182. Plaintiff's resignation and flight from California came after approximately two years
4 of enduring Defendant Greene's sexual assaults.

5 183. Plaintiff's resignation and flight from California came after approximately two years
6 of enduring Defendant Greene's continual demands for sexual favors.

7 184. Plaintiff's resignation and flight from California came after approximately two years
8 of enduring Defendant Greene's threats that Defendant Greene could and would ruin Plaintiff's
9 career if she did not accede to his sexual demands.

10 185. Plaintiff's resignation and flight from California came after Plaintiff attended two
11 Grammy Award telecasts only after securing someone to accompany her as to avoid being isolated
12 by Defendant Greene.

13 186. Plaintiff's resignation and flight from California came after approximately two years
14 of enduring Defendant Academy's failure to supervise, control, reprimand, and/or terminate
15 Defendant Greene for Defendant Greene's sexual harassments and/or sexual assaults.

16 187. Plaintiff's resignation and flight from California came after approximately two years
17 of enduring Defendant Academy's failure to employ Human Resources in their organization to
18 assist Plaintiff in having been sexually harassed and sexually assaulted by Defendant Greene.

19 188. Plaintiff's resignation and flight from California came after approximately two years
20 of enduring Defendant Academy's failure to take all reasonable steps to prevent Defendant
21 Greene's sexual harassments and sexual assaults of Plaintiff in violation of California Government
22 Code § 12940.

23 189. Plaintiff's resignation and flight from California came after approximately two years
24 of Defendants' covering up, concealing, and/or falsely denying Defendant Greene's sexual
25 harassment and/or sexual assault against Plaintiff and/or other female employees of Defendant
26 Academy.

27 190. Finally, Plaintiff's resignation and flight from California came after approximately
28 two years of attempting to survive in Defendant Greene's ever-tightening trap. Approximately two

1 years of Defendant Academy reinforcing Defendant Greene's trap. Approximately two years of
2 being prey to a predator that Defendant Academy could have stopped.

3 **VIII. The Aftermath.**

4 191. After fleeing to her hometown, Plaintiff moved herself and her daughter into
5 Plaintiff's mother's home.

6 192. Now alienated and ousted from the Music Industry, Plaintiff had to obtain a
7 temporary entry-level job to enter a new industry. Plaintiff was embarrassed and ashamed when she
8 provided her resume to potential employers, frequently needing to answer the question of why she
9 was applying for minimum wage, entry-level jobs when she had been an Executive Director at
10 Defendant Academy.

11 193. Plaintiff is informed and believes and thereon alleges that in approximately 1997, the
12 Board of Defendant Academy called for an investigation of allegation(s) and/or instance(s) of
13 sexual harassment, sexual assault, and/or financial improprieties at Defendant Academy.

14 194. Plaintiff is informed and believes and thereon alleges that Defendant Greene stated
15 that the aforementioned investigation of himself concluded that he had not engaged in sexual
16 harassment, sexual assault, and/or financial improprieties at Defendant Academy.

17 195. In approximately September of 2001, Plaintiff was contacted by Chuck Phillips, a
18 journalist from the *Los Angeles Times*. Mr. Phillips was investigating and preparing stories about
19 Defendant Greene and Defendant Academy. Plaintiff became an anonymous, off the record source
20 for Mr. Phillips as Mr. Phillips chronicled Defendant Academy, Defendant Greene, and Defendant
21 Greene's resignation from Defendant Academy.

22 196. Plaintiff is informed and believes and thereon alleges that in approximately 2001
23 Defendant Academy launched an internal investigation into Defendant Greene for his sexual
24 harassment and/or sexual assault of a female employee of Defendant Academy.

25 197. Plaintiff is informed and believes and thereon alleges that the investigation in
26 approximately 2001 centered around Defendant Greene's sexual harassment and/or sexual assault of
27 an employee at Defendant Academy who was hired to stem the problem of Defendant Greene's
28 sexual harassment and/or sexual assault of female employees at Defendant Academy.

1 198. Plaintiff is informed and believes that as a result of the investigation in
2 approximately 2001 and the journalistic work of Mr. Phillips, it was revealed that Defendant
3 Academy paid a female employee to settle a complaint the employee filed with the California
4 Department of Fair Employment and Housing in approximately 1993 arising out of Defendant
5 Greene's sexual harassment and/or sexual assault of the employee.

6 199. After the publication of Mr. Phillips' story in the *Los Angeles Times*, Plaintiff was
7 contacted by an investigator who Plaintiff is informed and believes and thereon alleges was hired by
8 Defendant Academy.

9 200. Plaintiff is informed and believes and thereon alleges that the investigator was hired
10 by Defendant Academy pursuant to Defendant Academy's aforementioned investigation of
11 Defendant Greene in approximately 2001.

12 201. A female employee of the investigator hired by Defendant Academy conducted a
13 recorded interview of Plaintiff over the course of 4 days regarding Defendant Greene's sexual
14 harassment and sexual assault.

15 202. Plaintiff is informed and believes and thereon alleges that in approximately 2002,
16 Defendant Academy agreed to pay approximately \$650,000 to the aforementioned employee who
17 was hired to stem the problem of Defendant Greene's sexual harassment and/or sexual assault in an
18 effort to settle the employee's complaint.

19 203. Plaintiff is informed and believes and thereon alleges that in approximately 2002
20 Defendant Greene resigned from his positions at Defendant Academy, MusiCares, and/or affiliated
21 entities at a meeting to discuss Defendant Academy's investigation of Defendant Greene's sexual
22 harassment, sexual assault, and/or fiscal improprieties at Defendant Academy.

23 204. Plaintiff is informed and believes and thereon alleges that Defendant academy paid
24 Defendant Greene millions of dollars at the time of Defendant Greene's resignation.

25 **IX. Defendant Greene and Defendant Academy's attempts cover-up Defendant**
26 **Greene's sexual harassment and sexual assault and silence Plaintiff as defined by**
27 **California Code of Civil Procedure § 340.16, et seq.**

28 205. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or

1 Defendant Academy have entered, and/or continue to enter, into Non-Disclosure Agreements and/or
2 confidentiality agreements with former and/or current employees of Defendant Academy to cover-
3 up and/or conceal the public disclosure of previous instance(s) and/or allegation(s) of sexual
4 harassment and/or sexual assault committed by Defendant Greene.

5 206. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or
6 Defendant Academy have entered, and/or continue to enter, into Non-Disclosure Agreements and/or
7 confidentiality agreements with former and/or current employees of Defendant Academy to cover-
8 up and/or conceal disclosure to Plaintiff of previous instance(s) and/or allegation(s) of sexual
9 harassment and/or sexual assault committed by Defendant Greene.

10 207. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or
11 Defendant Academy have entered into the aforementioned agreements pursuant to a concerted,
12 and/or continuing, effort to cover-up, conceal, and/or hide evidence of Defendant Greene's sexual
13 harassment and sexual assault.

14 208. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or
15 Defendant Academy have provided, provide, offered, and/or offer severance packages, payments,
16 and/or other items of value to individuals for the purpose of covering up Defendant Greene's pattern
17 and practice of sexual harassment and/or sexual assault in exchange for the execution of the
18 aforementioned agreements.

19 209. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or
20 Defendant Academy's use of the aforementioned agreements, and accompanying payments, have
21 incentivized, and/or continue to incentivize, individuals, under the penalty of civil liability, to
22 remain silent about Defendant Greene's sexual harassment and sexual assault.

23 210. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or
24 Defendant Academy have used, and/or continue to use, the threat of termination and/or blackballing
25 from Defendant Academy and/or the Music Industry in a concerted, and/or continuing, effort to
26 cover-up and discourage the public disclosure and/or disclosure to Plaintiff of Defendant Greene's
27 sexual harassment and sexual assault.

28 211. Plaintiff is informed and believes and thereon alleges that Defendant Greene and/or

1 Defendant Academy used the aforementioned agreements, acts, and/or threats prior to and/or during
2 the period of time in which Defendant Greene sexually harassed and/or sexually assaulted Plaintiff.

3 212. Plaintiff is informed and believes and thereon alleges that after Defendant Greene's
4 resignation from Defendant Academy, and Defendant Academy's investigation into Defendant
5 Greene's sexual harassment and/or sexual assault of employees, Garth Fundis, then chairman of the
6 Board of Defendant Academy, made public statements that a "full and fair" investigation of
7 Defendant Greene had taken place and that said investigation revealed no sexual harassment, no sex
8 discrimination, and no hostile work environment at Defendant Academy.

9 213. Plaintiff is informed and believes and thereon alleges that Mr. Fundis' statements on
10 behalf of Defendant Academy, and/or in advocacy of Defendant Greene, were part of a concerted,
11 and/or continuing, effort to cover-up, conceal, and/or hide evidence of Defendant Academy's
12 knowledge of previous instance(s) and/or allegation(s) of sexual harassment, sexual assault, sex
13 discrimination, and/or maintenance of a hostile work environment by Defendant Greene.

14 214. Plaintiff is informed and believes and thereon alleges that Mr. Fundis' statements on
15 behalf of Defendant Academy, and/or in advocacy of Defendant Greene, were part of a concerted,
16 and/or continuing, effort to incentivize individuals to remain silent about Defendant Greene's
17 previous instance(s) and/or allegation(s) of sexual harassment, sexual assault, sex discrimination,
18 and/or maintenance of a hostile work environment by preemptively undermining the credibility of
19 anyone who sought to make public disclosure of Defendant Greene's sexual harassment, sexual
20 assault, sex discrimination, and/or maintenance of a hostile work environment.

21 215. Plaintiff is informed and believes and thereon alleges that Defendant Academy's
22 publication of the existence and/or completion of an internal investigation into Defendant Greene's
23 sexual harassment, sexual assault, sex discrimination, and/or maintenance of a hostile work
24 environment was part of a concerted, and/or continuing, effort to incentivize individuals to remain
25 silent about Defendant Greene's previous instance(s) and/or allegation(s) of sexual harassment,
26 sexual assault, sex discrimination, and/or maintenance of a hostile work environment by dissuading
27 others, including civil authorities, from conducting further investigation into Defendant Greene
28 and/or Defendant Academy.

1 216. Plaintiff is informed and believes and thereon alleges that Defendant Academy's
 2 publication and/or characterization of Defendant Academy's investigation of Defendant Greene as
 3 being "full and fair," was part of a concerted, and/or continuing, effort to incentivize individuals to
 4 remain silent about Defendant Greene's previous instance(s) and/or allegation(s) of sexual
 5 harassment, sexual assault, sex discrimination, and/or maintenance of a hostile work environment
 6 by casting doubt upon the ability of victims of Defendant Greene to succeed in bringing actions
 7 against Defendant Greene and/or Defendant Academy in a court of law.

8 217. Plaintiff is informed and believes and thereon alleges that Defendant Academy
 9 and/or Defendant Greene have settled complaint(s) and/or allegation(s) of sexual harassment, sexual
 10 assault, sex discrimination, and/or maintenance of a hostile work environment outside of court in a
 11 concerted, and/or continuing, effort to cover-up, conceal, and/or prevent the public disclosure of
 12 said complaint(s) and/or allegation(s).

13 218. Plaintiff is informed and believes and thereon alleges that by failing to instill a
 14 Human Resources department at Defendant Academy prior to and/or during the time in which
 15 Plaintiff was sexually harassed and sexually assaulted, Defendant Academy engaged in a concerted
 16 effort to prevent the reporting of Defendant Greene's conduct and thereby prevented others outside
 17 the control group of Defendant Academy from having knowledge of Defendant Greene's sexual
 18 harassment, sexual assault, sex discrimination, and/or maintenance of a hostile work environment.

19 219. Plaintiff is informed and believes and thereon alleges that through the
 20 aforementioned acts, Defendant Academy has engaged, and/or continues to engage, in a cover-up
 21 and/or attempted cover-up of a previous instance, instances, allegation, and/or allegations of sexual
 22 assault by Defendant Greene as defined by California Code of Civil Procedure § 340.16(e)(2)(C)
 23 and § 340.16(e)(4)(A) as amended by Assembly Bill 2777.

24 220. Plaintiff is informed and believes and thereon alleges that through the
 25 aforementioned acts, Defendant Academy has made, and/or continues to make, a concerted effort to
 26 hide evidence relating to sexual assault and/or sexual harassment by Defendant Greene that
 27 incentives individuals to remain silent about said evidence as defined by California Code of Civil
 28 Procedure § 340.16(e)(2)(C) and § 340.16(e)(4)(A) as amended by Assembly Bill 2777.

221. Plaintiff is informed and believes and thereon alleges that through the
aforementioned acts, Defendant Academy has made, and/or continues to make, a concerted effort to
prevent information relating to sexual assault and/or sexual harassment by Defendant Greene from
becoming public and/or being disclosed to Plaintiff as defined by California Code of Civil
Procedure § 340.16(e)(2)(C) and § 340.16(e)(4)(A) as amended by Assembly Bill 2777.

222. Since Plaintiff's resignation from Defendant Academy, both Defendant Academy
and Defendant Greene have offered Plaintiff severance package(s) and/or payment(s) in exchange
for Plaintiff's execution of a Non-Disclosure Agreement and/or confidentiality agreement regarding
Defendant Greene's aforementioned sexual harassment and sexual assault.

223. Despite these offers, Plaintiff has never accepted a severance package and/or
payment in exchange for her silence.

224. Despite these offers, Plaintiff has never executed a Non-Disclosure Agreement
and/or a confidentiality agreement regarding Defendant Greene's aforementioned sexual harassment
and sexual assault.

225. As a survivor of sexual harassment and sexual assault perpetrated by one of the most
powerful men in the Music Industry in one of the most powerful institutions in the Music Industry,
Plaintiff refuses to allow her silence to be bought and to allow the cover-up to continue.

226. On December 4, 2023, the California Civil Rights Department (formerly the
California Department of Fair Employment and Housing) issued Plaintiff a Right to Sue notice for
her claims arising under the Fair Employment and Housing Act ("FEHA").

FIRST CAUSE OF ACTION

SEXUAL BATTERY -

CALIFORNIA CIVIL CODE § 1708.5

(As to Defendant Greene)

227. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent
paragraphs of this Complaint as if fully set forth herein.

228. During Defendant Greene's time as President, Chief Executive Officer, and/or
Chairman of Defendant Academy, Defendant Greene intentionally subjected Plaintiff to repeated

1 acts of sexual harassment, sexual assault, and/or sexual battery, including, but not limited to:
2 making contact with Plaintiff's legs, feet, shoulders, neck, breasts and buttocks; using Defendant
3 Greene's hands to grab, grasp, and/or otherwise manipulate Plaintiff's buttocks; forcing Defendant
4 Greene's penis into Plaintiff's mouth; Defendant Greene ejaculating into Plaintiff's mouth;
5 Defendant Greene pressing Defendant Greene's mouth against Plaintiff's mouth; Defendant Greene
6 extracting Defendant Greene's semen from Plaintiff's mouth; and/or Defendant Greene's sexual
7 assault of Plaintiff while Plaintiff was under the effects of an unknown intoxicant.

8 229. Through the aforementioned acts, Defendant Greene caused harmful or offensive
9 contact with an intimate part of Plaintiff's body as defined by California Civil Code § 1708.5.

10 230. Through the aforementioned acts, Defendant Greene caused harmful or offensive
11 contact between an intimate part of Defendant Greene's body and Plaintiff's body as defined by
12 California Civil Code § 1708.5.

13 231. Through the aforementioned acts, Defendant Greene caused Plaintiff an imminent
14 apprehension of harmful or offensive contact with an intimate part of Plaintiff's body, and sexually
15 offensive contact with Plaintiff resulted.

16 232. Through the aforementioned acts, Defendant Greene caused Plaintiff an imminent
17 apprehension of harmful or offensive contact between an intimate part of Defendant Greene's body
18 and Plaintiff's body, and sexually offensive contact resulted.

19 233. Plaintiff is informed and believes and thereon alleges that through the
20 aforementioned acts, Defendant Greene's actions would have caused a reasonable person an
21 imminent apprehension of harmful or offensive contact with an intimate part of their body and/or
22 between their body and an intimate part of Defendant Greene's body.

23 234. Plaintiff is informed and believes and thereon alleges that Defendant Greene
24 committed the aforementioned acts with the intent to cause harmful or offensive contact with an
25 intimate part of Plaintiff's body and/or an imminent apprehension of harmful or offensive contact to
26 an intimate part of Plaintiff's body as defined by California Civil Code § 1708.5.

27 235. Plaintiff is informed and believes and thereon alleges that Defendant Greene
28 committed the aforementioned acts with the intent to cause harmful or offensive contact between an

intimate part of Defendant Greene's body and Plaintiff's body and/or an imminent apprehension of harmful or offensive contact between an intimate part of Defendant Greene's body and Plaintiff's body as defined by California Civil Code § 1708.5.

236. Defendant Greene's aforementioned acts did in fact cause sexually offensive contact with Plaintiff's body.

237. Plaintiff is informed and believes and thereon alleges that Defendant Greene's aforementioned acts would offend a reasonable person and/or a reasonable sense of personal dignity.

238. Defendant Greene's aforementioned acts did offend Plaintiff and did offend Plaintiff's sense of personal dignity.

239. Plaintiff did not consent to the aforementioned acts of Defendant Greene.

240. Given Defendant Greene's position of authority over Plaintiff, Plaintiff was unable to, and did not, give consent to such acts.

241. To the extent that Plaintiff was under the effects of an intoxicant during the aforementioned acts, Plaintiff was unable to, and did not, give consent to Defendant Greene's acts.

242. Plaintiff is informed and believes and thereon alleges that at all times Defendant Greene committed the aforementioned acts, Defendant Greene was an employee, agent, and/or otherwise under the direct supervision, management, direction, and/or control of Defendant Academy.

243. Plaintiff is informed and believes and thereon alleges that all times Defendant Greene committed the aforementioned acts, Plaintiff was employed by Defendant Academy in a position in which Defendant Academy authorized, maintained, instilled, approved, and/or ratified Defendant Greene as Plaintiff's supervisor.

244. Plaintiff is informed and believes and thereon alleges that Defendant Academy approved, authorized, and/or ratified Defendant Greene's sexual battery of Plaintiff by: (1) failing to discharge, dismiss, discipline, suspend, terminate, control, and/or supervise Defendant Greene after receiving actual and/or constructive notice that Defendant Greene was sexually harassing and/or sexually assaulting Plaintiff; (2) failing to discharge, dismiss, discipline, suspend, terminate,

control, and/or supervise Defendant Greene after receiving actual and/or constructive notice that Defendant Greene had and/or was continuing to sexually harass and sexually assault other female subordinates of Defendant Greene and/or female employees of Defendant Academy; (3) placing Defendant Greene in, and allowing him to create, a workplace environment where Defendant Greene could and would supervise and/or control the conduct of Plaintiff and other subordinate employees; (4) actively shielding Defendant Greene from responsibility for his sexual harassments and/or sexual assaults of Plaintiff and/or other female employees of Defendant Academy; (5) failing to acknowledge the existence of complaints against Defendant Greene for his propensity for sexual misconduct; (6) failing to inform, or concealing from, law enforcement officials the fact that Defendants knew or had reason to know Defendant Greene may have sexually harassed and/or sexually battered Plaintiff, thereby enabling Plaintiff to continue to be endangered and sexually harassed and/or sexually battered; (7) failing to take steps to timely remove Defendant Greene from his employ so as to prevent Defendant Greene from using the authority bestowed upon him by Defendant Academy to gain access to Plaintiff and sexually harass and/or sexually batter her; (8) failing to take reasonable steps, and to implement reasonable safeguards and/or policies, to avoid acts of unlawful sexual misconduct by Defendant Greene; (9) offering severance, payment, and/or items of value to female employees who complained about Defendant Green's sexual misconduct in exchange for execution of Non-Disclosure Agreements by said employees; (10) failing to instruct, train, or otherwise inform employees of reporting procedures for sexual harassment and/or sexual battery in the workplace; (11) failing to maintain a Human Resources department to protect the health, safety, and well-being of Defendant Academy's employees; and/or (12) failing to train, educate, inform, and/or teach employees of Defendant Academy how to respond to allegations of sexual misconduct.

245. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no event is less than the minimum jurisdictional amount of this Court.

246. As a result of Defendants' above-described conduct, Plaintiff has suffered and continues to suffer great emotional distress, and was prevented and will continue to be prevented

from performing daily activities and obtaining the full enjoyment of life.

247. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant Greene was oppressive, malicious, manipulative, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive and/or exemplary damages against Defendant Greene in an amount appropriate to punish and set an example of Defendant Greene.

SECOND CAUSE OF ACTION

BATTERY

(As to Defendant Greene)

248. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

249. During Defendant Greene's time as President, Chief Executive Officer, and/or Chairman of Defendant Academy, Defendant Greene intentionally subjected Plaintiff to repeated acts of sexual harassment, sexual assault, and/or battery, including, but not limited to: making contact with Plaintiff's legs, feet, shoulders, neck, breasts and buttocks; using Defendant Greene's hands to grab, grasp, and/or otherwise manipulate Plaintiff's buttocks; forcing Defendant Greene's penis into Plaintiff's mouth; Defendant Greene ejaculating into Plaintiff's mouth; Defendant Greene pressing Defendant Greene's mouth against Plaintiff's mouth; Defendant Greene extracting Defendant Greene's semen from Plaintiff's mouth; and/or Defendant Greene's sexual assault of Plaintiff while Plaintiff was under the effects of an unknown intoxicant.

250. Through the aforementioned acts, Defendant Greene caused harmful or offensive contact with Plaintiff's person.

251. Plaintiff is informed and believes and thereon alleges that Defendant Greene committed the aforementioned acts with the intent to cause harmful or offensive contact with Plaintiff's person.

252. Plaintiff is informed and believes and thereon alleges that Defendant Greene's

1 aforementioned acts would offend a reasonable person and/or a reasonable sense of personal
2 dignity.

3 253. Defendant Greene's aforementioned acts did offend Plaintiff and did offend
4 Plaintiff's sense of personal dignity.

5 254. Plaintiff did not consent to the aforementioned acts of Defendant Greene.

6 255. Given Defendant Greene's position of authority over Plaintiff, Plaintiff was unable
7 to, and did not, give consent to such acts.

8 256. To the extent that Plaintiff was under the effects of an intoxicant during the
9 aforementioned acts, Plaintiff was unable to, and did not, give consent to Defendant Greene's acts.

10 257. Plaintiff is informed and believes and thereon alleges that at all times Defendant
11 Greene committed the aforementioned acts, Defendant Greene was an employee, agent, and/or
12 otherwise under the direct supervision, management, direction, and/or control of Defendant
13 Academy.

14 258. Plaintiff is informed and believes and thereon alleges that all times Defendant
15 Greene committed the aforementioned acts, Plaintiff was employed by Defendant Academy in a
16 position in which Defendant Academy authorized, maintained, instilled, approved, and/or ratified
17 Defendant Greene as Plaintiff's supervisor.

18 259. Plaintiff is informed and believes and thereon alleges that Defendant Academy
19 approved, authorized, and/or ratified Defendant Greene's battery of Plaintiff by: (1) failing to
20 discharge, dismiss, discipline, suspend, terminate, control, and/or supervise Defendant Greene after
21 receiving actual and/or constructive notice that Defendant Greene was sexually harassing, sexually
22 assaulting, and our battering Plaintiff; (2) failing to discharge, dismiss, discipline, suspend,
23 terminate, control, and/or supervise Defendant Greene after receiving actual and/or constructive
24 notice that Defendant Greene had and/or was continuing to sexually harass, sexually assault, and/or
25 batter other female subordinates of Defendant Greene and/or female employees of Defendant
26 Academy; (3) placing Defendant Greene in, and allowing him to create, a workplace environment
27 where Defendant Greene could and would supervise and/or control the conduct of Plaintiff and
28 other subordinate employees; (4) actively shielding Defendant Greene from responsibility for his

1 sexual harassment, sexual assault, and/or battery of Plaintiff and/or other female employees of
2 Defendant Academy; (5) failing to acknowledge the existence of complaints against Defendant
3 Greene for his propensity for sexual misconduct; (6) failing to inform, or concealing from, law
4 enforcement officials the fact that Defendants knew or had reason to know Defendant Greene may
5 have sexually harassed, sexually assaulted, and/or battered Plaintiff, thereby enabling Plaintiff to
6 continue to be endangered, sexually harassed, sexually assaulted, and/or battered; (7) failing to take
7 steps to timely remove Defendant Greene from his employ so as to prevent Defendant Greene from
8 using the authority bestowed upon him by Defendant Academy to gain access to Plaintiff and
9 sexually harass, sexually assault, and/or batter her; (8) failing to take reasonable steps, and to
10 implement reasonable safeguards and/or policies to avoid acts of unlawful sexual misconduct and/or
11 battery by Defendant Greene; (9) offering severance, payment, and/or items of value to female
12 employees who complained about Defendant Greene's sexual misconduct in exchange for execution
13 of Non-Disclosure Agreements by said employees; (10) failing to instruct, train, or otherwise
14 inform employees of reporting procedures for sexual harassment, sexual assault, and/or battery in
15 the workplace; (11) failing to maintain a Human Resources department to protect the health, safety,
16 and well-being of Defendant Academy's employees; and/or (12) failing to train, educate, inform,
17 and/or teach employees of Defendant Academy how to respond to allegations of sexual misconduct
18 and/or battery.

19 260. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to
20 Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no
21 event is less than the minimum jurisdictional amount of this Court.

22 261. As a result of Defendants' above-described conduct, Plaintiff has suffered and
23 continues to suffer great emotional distress, and was prevented and will continue to be prevented
24 from performing daily activities and obtaining the full enjoyment of life.

25 262. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant
26 Greene was oppressive, malicious, manipulative, and despicable in that it was intentional and done
27 in conscious disregard for the rights and safety of others, and was carried out with a conscious
28 disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute

1 oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive
 2 damages against Defendant Greene in an amount appropriate to punish and set an example of
 3 Defendant Greene.

4 **THIRD CAUSE OF ACTION**

5 **ASSAULT**

6 **(As to Defendant Greene)**

7 263. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent
 8 paragraphs of this Complaint as if fully set forth herein.

9 264. During Defendant Greene's time as President, Chief Executive Officer, and/or
 10 Chairman of Defendant Academy, Defendant Greene intentionally subjected Plaintiff to repeated
 11 acts of sexual harassment, sexual assault, and/or assault, including, but not limited to: making
 12 contact with Plaintiff's legs, feet, shoulders, neck, breasts and buttocks; using Defendant Greene's
 13 hands to grab, grasp, and/or otherwise manipulate Plaintiff's buttocks; forcing Defendant Greene's
 14 penis into Plaintiff's mouth; Defendant Greene ejaculating into Plaintiff's mouth; Defendant Greene
 15 pressing Defendant Greene's mouth against Plaintiff's mouth; Defendant Greene extracting
 16 Defendant Greene's semen from Plaintiff's mouth; and/or Defendant Greene's sexual assault of
 17 Plaintiff while Plaintiff was under the effects of an unknown intoxicant.

18 265. Through the aforementioned acts, Defendant Greene caused Plaintiff to reasonably
 19 believe she was to be imminently touched by Defendant Greene in a harmful or offensive manner.

20 266. Plaintiff's belief that Defendant Greene would imminently contact Plaintiff in a
 21 harmful or offensive manner is reasonable because Defendant Greene had repeatedly, consistently,
 22 incessantly, and/or continuously subjected Plaintiff to sexual harassment, sexual assault, sexual
 23 battery, and/or battery through the aforementioned acts of Defendant Greene. Given Defendant
 24 Greene's history of physically sexually harassing, sexually assaulting, committing sexual battery,
 25 and/or committing battery upon Plaintiff when Defendant Greene entered Plaintiff's office and
 26 invaded upon her personal space, Plaintiff's belief that Defendant Greene would imminently contact
 27 Plaintiff in a harmful or offensive manner was reasonable when Defendant Greene entered into
 28 Plaintiff's office and invaded upon her personal space.

1 267. Plaintiff's belief that Defendant Greene would imminently contact Plaintiff in a
2 harmful or offensive manner was also reasonable when Defendant Greene stood over Plaintiff with
3 Defendant Greene's erect penis exposed.

4 268. Plaintiff is informed and believes and thereon alleges that Defendant Greene
5 committed the aforementioned acts with the intent to cause harmful or offensive contact with
6 Plaintiff's person.

7 269. Plaintiff is informed and believes and thereon alleges that Defendant Greene's
8 aforementioned acts would offend a reasonable person and/or a reasonable sense of personal
9 dignity.

10 270. Defendant Greene's aforementioned acts did offend Plaintiff and did offend
11 Plaintiff's sense of personal dignity.

12 271. Plaintiff did not consent to the aforementioned acts of Defendant Greene.

13 272. Given Defendant Greene's position of authority over Plaintiff, Plaintiff was unable
14 to, and did not, give consent to such acts.

15 273. To the extent that Plaintiff was under the effects of an intoxicant during the
16 aforementioned acts, Plaintiff was unable to, and did not, give consent to Defendant Greene's acts.

17 274. Plaintiff is informed and believes and thereon alleges that at all times Defendant
18 Greene committed the aforementioned acts, Defendant Greene was an employee, agent, and/or
19 otherwise under the direct supervision, management, direction, and/or control of Defendant
20 Academy.

21 275. Plaintiff is informed and believes and thereon alleges that all times Defendant
22 Greene committed the aforementioned acts, Plaintiff was employed by Defendant Academy in a
23 position in which Defendant Academy authorized, maintained, instilled, approved, and/or ratified
24 Defendant Greene as Plaintiff's supervisor.

25 276. Plaintiff is informed and believes and thereon alleges that Defendant Academy
26 approved, authorized, and/or ratified Defendant Greene's assault of Plaintiff by: (1) failing to
27 discharge, dismiss, discipline, suspend, terminate, control, and/or supervise Defendant Greene after
28 receiving actual and/or constructive notice that Defendant Greene was sexually harassing, sexually

1 assaulting, and our assaulting Plaintiff; (2) failing to discharge, dismiss, discipline, suspend,
2 terminate, control, and/or supervise Defendant Greene after receiving actual and/or constructive
3 notice that Defendant Greene had and/or was continuing to sexually harass, sexually assault, and/or
4 assault other female subordinates of Defendant Greene and/or female employees of Defendant
5 Academy; (3) placing Defendant Greene in, and allowing him to create, a workplace environment
6 where Defendant Greene could and would supervise and/or control the conduct of Plaintiff and
7 other subordinate employees; (4) actively shielding Defendant Greene from responsibility for his
8 sexual harassment, sexual assault, and/or assault of Plaintiff and/or other female employees of
9 Defendant Academy; (5) failing to acknowledge the existence of complaints against Defendant
10 Greene for his propensity for sexual misconduct; (6) failing to inform, or concealing from, law
11 enforcement officials the fact that Defendants knew or had reason to know Defendant Greene may
12 have sexually harassed, sexually assaulted, and/or assaulted Plaintiff, thereby enabling Plaintiff to
13 continue to be endangered, sexually harassed, sexually assaulted, and/or assaulted; (7) failing to
14 take steps to timely remove Defendant Greene from his employ so as to prevent Defendant Greene
15 from using the authority bestowed upon him by Defendant Academy to gain access to Plaintiff and
16 sexually harass, sexually assault, and/or assault her; (8) failing to take reasonable steps, and to
17 implement reasonable safeguards and/or policies, to avoid acts of unlawful sexual misconduct
18 and/or assault by Defendant Greene; (9) offering severance, payment, and/or items of value to
19 female employees who complained about Defendant Greene's sexual misconduct in exchange for
20 execution of Non-Disclosure Agreements by said employees; (10) failing to instruct, train, or
21 otherwise inform employees of reporting procedures for sexual harassment, sexual assault, and/or
22 assault in the workplace; (11) failing to maintain a Human Resources department to protect the
23 health, safety, and well-being of Defendant Academy's employees; and/or (12) failing to train,
24 educate, inform, and/or teach employees of Defendant Academy how to respond to allegations of
25 sexual misconduct and/or assault.

26 277. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to
27 Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no
28 event is less than the minimum jurisdictional amount of this Court.

278. As a result of Defendants' above-described conduct, Plaintiff has suffered and continues to suffer great emotional distress, and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

279. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant Greene was oppressive, malicious, manipulative, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive and/or exemplary damages against Defendant Greene in an amount appropriate to punish and set an example of Defendant Greene.

FOURTH CAUSE OF ACTION

NEGLIGENT HIRING, SUPERVISION, AND RETENTION

(As to Defendant Academy and DOES 1-20, inclusive)

280. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

281. Plaintiff is informed and believes and thereon alleges that Defendant Academy and/or its predecessor(s) hired and maintained the employment of Plaintiff.

282. Plaintiff is informed and believes and thereon alleges that because of Defendant Academy's hiring and continued employment of Plaintiff, Defendant Academy entered into a special relationship with Plaintiff.

283. Plaintiff is informed and believes and thereon alleges that because of Defendant Academy's hiring and continued employment of Plaintiff, Defendant Academy was duty bound to protect Plaintiff from foreseeable harms that Defendant Academy knew, or should have known, about.

284. Plaintiff is informed and believes and thereon alleges that Defendant Academy and/or its predecessor(s) hired and maintained the employment of Defendant Greene.

285. Plaintiff is informed and believes and thereon alleges that at all times relevant herein, Defendant Academy held the authority to supervise, control, manage, direct, alter, and/or terminate

1 the employment of Defendant Greene from his position at Defendant Academy, MusiCares, and/or
2 other entities controlled by Defendant Academy and/or Defendant Greene.

3 286. Plaintiff is informed and believes and thereon alleges that because of Defendant's
4 hiring and continued employment of Defendant Greene, Defendant Academy was duty bound to
5 warn and/or protect its employees from foreseeable harm that Defendant Greene posed to others.

6 287. Plaintiff is informed and believes and thereon alleges that as Defendant Greene's
7 employer, Defendant Academy was duty bound to use reasonable care to ascertain whether
8 Defendant Greene was unfit and/or incompetent to perform his work. Plaintiff is informed and
9 believes and thereon alleges that that this duty continued through Defendant Academy's employ of
10 Defendant Greene.

11 288. Plaintiff is informed and believes and thereon alleges that through Defendant
12 Academy's employ of Defendant Greene as President, Chief Executive Officer, Chairman, and/or
13 supervisor of subordinate employees, Defendant Academy knew, should have known, and/or
14 became aware of Defendant Greene's unfitness and/or incompetence for his positions(s) including,
15 but not limited to: (1) Defendant Greene's sexual harassment of subordinate employees; (2)
16 Defendant Greene's sexual assault of subordinate employees; (3) Defendant Greene's battery of
17 subordinate employees; (4) Defendant Greene's sexual battery of subordinate employees; (5)
18 Defendant Greene's demands for subordinate employees to comply to Defendant Greene's sexual
19 desires; and/or (6) Defendant Greene's quid pro quo propositions to subordinate employees,
20 conditioning career advancements on accession to Defendant Greene's sexual advances.

21 289. Plaintiff is informed and believes and thereon alleges that Defendant Academy
22 knew, should have known, became aware of, and/or reasonably could have foreseen Defendant
23 Greene committing the aforementioned acts upon Plaintiff because of: (1) complaints, reports,
24 and/or disclosures to Defendant Academy and/or its agents by subordinate employees of Defendant
25 Greene's sexual harassment, sexual assault, and/or sexual misconduct; (2) complaints, reports,
26 and/or disclosures to the California Department of Fair Employment and Housing by subordinate
27 employees of Defendant Greene's sexual harassment, sexual assault, and/or sexual misconduct; (3)
28 Defendant Academy's exchange of severance packages and/or payment in exchange for Non-

1 Disclosure Agreements with subordinate employees arising out of Defendant Greene's sexual
2 harassment, sexual assault, and/or sexual misconduct upon said employees; (4) Plaintiff's reports to
3 her supervisors at Defendant Academy of Defendant Greene causing Plaintiff to feel unsafe, and/or
4 that Defendant Greene was making unwanted advances toward Plaintiff; and/or (5) the
5 acknowledgment of Plaintiff's supervisors at Defendant Academy of Defendant Greene's
6 propensities.

7 290. Plaintiff is informed and believes and thereon alleges that Defendant Academy
8 knew, should have known, and/or became aware of the aforementioned actions prior to and/or
9 during the period of time in which Defendant Greene sexually harassed, sexually assaulted, sexually
10 battered, battered, and/or assaulted Plaintiff.

11 291. Plaintiff is informed and believes and thereon alleges that because Defendant
12 Academy knew, should have known, and/or became aware of the aforementioned actions, it was
13 reasonably foreseeable to Defendant Academy that Defendant Greene would harm Plaintiff and/or
14 other subordinate employees.

15 292. Plaintiff is informed and believes and thereon alleges that because Defendant
16 Academy knew, should have known, and/or became aware of the aforementioned actions,
17 Defendant Academy knew, should have known, and/or became aware of the particular risk of harm
18 to Plaintiff and/or other subordinate employees at Defendant Academy.

19 293. Plaintiff is informed and believes and thereon alleges that because Defendant
20 Academy knew, should have known, and/or became aware of the aforementioned actions,
21 Defendant Academy owed Plaintiff and/or other subordinate employees a duty to supervise
22 Defendant Academy to prevent harm to Plaintiff and/or other subordinate employees.

23 294. Plaintiff is informed and believes and thereon alleges that Defendant Academy
24 breached its duty by failing to supervise Defendant Greene and thereon failed to prevent harm to
25 Plaintiff and/or other subordinate employees.

26 295. Plaintiff is informed and believes and thereon alleges that had Defendant Academy
27 fulfilled its duty to supervise Defendant Greene that Plaintiff would not have been harmed by
28 Defendant Greene.

1 296. Plaintiff is informed and believes and thereon alleges that because Defendant
2 Academy knew, should have known, and/or became aware of the aforementioned actions,
3 Defendant Academy owed Plaintiff and/or other subordinate employees a duty to terminate
4 Defendant Greene from his supervisory position over Plaintiff and/or other subordinate employees.

5 297. Plaintiff is informed and believes and thereon alleges that by retaining Defendant
6 Greene in his supervisory position, Defendant Academy breached its duty to Plaintiff and/or other
7 subordinate employees.

8 298. Plaintiff is informed and believes and thereon alleges that had Defendant terminated
9 Defendant Greene in his supervisory position that Plaintiff would not have been harmed by
10 Defendant Greene.

11 299. Plaintiff is informed and believes and thereon alleges that it was Defendant Greene's
12 particular unfitness – his propensity to sexually harass, sexually assault, and/or perpetrate sexual
13 misconduct upon subordinate employees – that caused Plaintiff's harm.

14 300. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to
15 Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no
16 event is less than the minimum jurisdictional amount of this Court.

17 301. As a result of Defendants' above-described conduct, Plaintiff has suffered and
18 continues to suffer great emotional distress, and was prevented and will continue to be prevented
19 from performing daily activities and obtaining the full enjoyment of life.

20 302. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant
21 Academy was oppressive, malicious, manipulative, and despicable in that it was intentional and
22 done in conscious disregard for the rights and safety of others, and was carried out with a conscious
23 disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute
24 oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive
25 and/or exemplary damages against Defendant Academy in an amount appropriate to punish and set
26 an example of Defendant Academy.

27 ///

28 ///

FIFTH CAUSE OF ACTION

NEGLIGENCE

(As to Defendant Academy and DOES 1-20, inclusive)

303. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

304. Plaintiff is informed and believes and thereon alleges that Defendant Academy and/or its predecessor(s) hired and maintained the employment of Plaintiff.

305. Plaintiff is informed and believes and thereon alleges that because of Defendant Academy's hiring and continued employment of Plaintiff, Defendant Academy entered into a special relationship with Plaintiff.

306. Plaintiff is informed and believes and thereon alleges that because of Defendant Academy's hiring and continued employment of Plaintiff, Defendant Academy was duty bound to protect Plaintiff from foreseeable harms that Defendant Academy knew, or should have known, about.

307. Plaintiff is informed and believes and thereon alleges that Defendant Academy and/or its predecessor(s) hired and maintained the employment of Defendant Greene.

308. Plaintiff is informed and believes and thereon alleges that at all times relevant herein, Defendant Academy held the authority to supervise, control, manage, direct, alter, and/or terminate the employment of Defendant Greene from his position at Defendant Academy, MusiCares, and/or other entities controlled by Defendant Academy and/or Defendant Greene.

309. Plaintiff is informed and believes and thereon alleges that because of Defendant's hiring and continued employment of Defendant Greene, Defendant Academy was duty bound to warn and/or protect its employees from foreseeable harm that Defendant Greene posed to others.

310. Plaintiff is informed and believes and thereon alleges that through Defendant Academy's employ of Defendant Greene as President, Chief Executive Officer, Chairman, and/or supervisor of subordinate employees, Defendant Academy knew, should have known, and/or became aware of the harm Defendant Greene posed to Plaintiff and/or other subordinate employees including, but not limited to: (1) Defendant Greene's propensity to sexually harass subordinate

1 employees; (2) Defendant Greene's propensity to sexually assault subordinate employees; (3)
2 Defendant Greene's propensity to commit battery of subordinate employees; (4) Defendant
3 Greene's propensity to commit sexually batter subordinate employees; (5) Defendant Greene's
4 propensity to demand subordinate employees to comply to Defendant Greene's sexual desires;
5 and/or (6) Defendant Greene's propensity to command quid pro quo propositions upon subordinate
6 employees, conditioning career advancements on accession to Defendant Greene's sexual advances.

7 311. Plaintiff is informed and believes and thereon alleges that Defendant Academy
8 knew, should have known, became aware of, and/or reasonably could have foreseen Defendant
9 Greene committing the aforementioned acts upon Plaintiff because of: (1) complaints, reports,
10 and/or disclosures to Defendant Academy and/or its agents by subordinate employees of Defendant
11 Greene's sexual harassment, sexual assault, and/or sexual misconduct; (2) complaints, reports,
12 and/or disclosures to the California Department of Fair Employment and Housing by subordinate
13 employees of Defendant Greene's sexual harassment, sexual assault, and/or sexual misconduct; (3)
14 Defendant Academy's exchange of severance packages and/or payment in exchange for Non-
15 Disclosure Agreements with subordinate employees arising out of Defendant Greene's sexual
16 harassment, sexual assault, and/or sexual misconduct upon said employees; (4) Plaintiff's reports to
17 her supervisors at Defendant Academy of Defendant Greene causing Plaintiff to feel unsafe, and/or
18 that Defendant Greene was making unwanted advances toward Plaintiff; and/or (5) the
19 acknowledgment of Plaintiff's supervisors at Defendant Academy of Defendant Greene's
20 propensities.

21 312. Plaintiff is informed and believes and thereon alleges that Defendant Academy
22 knew, should have known, and/or became aware of the aforementioned actions prior to and/or
23 during the period of time in which Defendant Greene sexually harassed, sexually assaulted, sexually
24 battered, battered, and/or assaulted Plaintiff.

25 313. Plaintiff is informed and believes and thereon alleges that because Defendant
26 Academy knew, should have known, and/or became aware of the aforementioned actions, it was
27 reasonably foreseeable to Defendant Academy that Defendant Greene would harm Plaintiff and/or
28 other subordinate employees.

1 314. Plaintiff is informed and believes and thereon alleges that because Defendant
2 Academy knew, should have known, and/or became aware of the aforementioned actions,
3 Defendant Academy knew, should have known, or became aware of the particular risk of harm to
4 Plaintiff and/or other subordinate employees at Defendant Academy.

5 315. Plaintiff is informed and believes and thereon alleges that because Defendant
6 Academy knew, should have known, and/or became aware of the aforementioned actions,
7 Defendant Academy owed Plaintiff and/or other subordinate employees a duty to supervise
8 Defendant Academy to prevent harm to Plaintiff and/or other subordinate employees.

9 316. Plaintiff is informed and believes and thereon alleges that Defendant Academy
10 breached its duty by failing to supervise, control, and/or terminate Defendant Greene and thereon
11 failed to prevent harm to Plaintiff and/or other subordinate employees. Plaintiff is informed and
12 believes and thereon alleges that Defendant breached its duty to Plaintiff by failing to: (1) warn
13 Plaintiff of Defendant Greene's propensity to harm subordinate employees of Defendant Academy;
14 (2) provide Plaintiff with a reporting structure to disclose workplace incidents of sexual harassment,
15 sexual assault, and/or sexual misconduct; (3) maintain a Human Resources employee and/or Human
16 Resources department to facilitate the health, safety, and/or well-being of employees; (4) train
17 and/or educate other supervisors to handle complaints of workplace sexual harassment, sexual
18 assault, and/or sexual misconduct; (5) acknowledge Plaintiff's complaints, reports, and/or
19 disclosures of Defendant Greene causing Plaintiff to feel unsafe, stalked, and/or Defendant Greene
20 making unwanted advances toward Plaintiff; (6) offer Plaintiff alternate employment environments
21 following Plaintiff's complaints, reports, and/or disclosures; (7) inform law enforcement and/or
22 civil authorities of Defendant Greene's previous sexual harassment, sexual assault, and/or sexual
23 misconduct committed upon subordinate employees; (8) disclose Defendant Greene's history of
24 sexual harassment, sexual assault, and/or sexual misconduct upon subordinate employees; (9) stop
25 Defendant Greene from isolating Plaintiff in Defendant Academy's headquarters; and/or (10) stop
26 Defendant Greene from isolating Plaintiff under the guise of employment related travel.

27 317. Plaintiff is informed and believes and thereon alleges that had Defendant Academy
28 fulfilled its duty to Plaintiff, she would not have been harmed by Defendant Greene.

318. Plaintiff is informed and believes and thereon alleges that it was Defendant Greene's particular unfitness – his propensity to sexually harass, sexually assault, and/or perpetrate sexual misconduct upon subordinate employees – that caused Plaintiff's harm.

319. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no event is less than the minimum jurisdictional amount of this Court.

320. As a result of Defendants' above-described conduct, Plaintiff has suffered and continues to suffer great emotional distress, and was prevented and will continue to be prevented from performing daily activities and obtaining the full enjoyment of life.

321. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant Academy was oppressive, malicious, manipulative, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive and/or exemplary damages against Defendant Academy in an amount appropriate to punish and set an example of Defendant Academy.

SIXTH CAUSE OF ACTION

HARASSMENT ON THE BASIS OF SEX/GENDER IN VIOLATION OF THE

CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT –

CALIFORNIA GOVERNMENT CODE § 12940, et. seq.

(As to Defendant Academy and DOES 1-20, inclusive)

322. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

323. At times mentioned herein, Defendant Academy was bound by the California Fair Employment and Housing Act ("FEHA"), California Government Code § 12940, et. seq. This statute provides, in pertinent part, that it is unlawful for an employer, or any other person, to harass an employee and/or applicant on the basis of the employee and/or applicant's membership of a protected class.

1 324. At all times mentioned herein, FEHA explicitly defined sex as a protected class.

2 325. At all times mentioned herein, Defendant Academy, and/or its predecessor(s), were,
3 and are, an employer as defined by FEHA.

4 326. At all times mentioned herein, Plaintiff was an employee and/or applicant of
5 Defendant Academy and/or its predecessor(s).

6 327. Plaintiff is informed and believes and thereon alleges that at all times mentioned
7 herein, Defendant Academy was the employer of Defendant Greene.

8 328. Plaintiff is informed and believes and thereon alleges that as Defendant Greene's
9 employer, Defendant Academy: (1) compensated Defendant Greene; (2) held the authority to
10 control Defendant Greene's work; (3) held the authority to control the location of Defendant
11 Greene's work; (4) held the authority to promote and/or terminate Defendant Greene; and/or (5)
12 held the authority to reprimand Defendant Greene.

13 329. Plaintiff was subjected to unwanted sexual harassment and a hostile work
14 environment, in whole or in part, on the basis of her protected characteristics, her sex and/or gender,
15 in violation of FEHA.

16 330. Defendants' above-described conduct is harassment as defined by FEHA.
17 Defendants' conduct is harassment as Defendant Greene's conduct was sexual harassment and/or
18 gender harassment.

19 331. The harassing conduct was severe or pervasive. Pursuant to California Government
20 Code § 12923(b), a single incident of harassing conduct is sufficient to create a hostile work
21 environment if the harassing conduct has unreasonably interfered with Plaintiff's work performance
22 or created an intimidating, hostile, or offensive working environment.

23 332. Defendants' above-described conduct created a work environment that was
24 intimidating, hostile, or offensive to female employees, including Plaintiff, and unreasonably
25 interfered with Plaintiff's work performance.

26 333. Plaintiff is informed and believes and thereon alleges that a reasonable person in
27 Plaintiff's circumstances would have considered the work environment maintained by Defendants
28 to be hostile or abusive.

1 334. Plaintiff did, in fact, consider the work environment maintained by Defendants to be
2 hostile or abusive.

3 335. Defendant Greene's above-described conduct is quid pro quo sexual harassment as
4 Defendant Greene conditioned Plaintiff's employment, and her advancement through her career at
5 Defendant Academy, on Plaintiff's accession to Defendant Greene's unwelcomed sexual advances
6 and/or sexual demands.

7 336. Plaintiff is informed and believes and thereon alleges that Defendant Academy
8 knew, should have known, became aware of, and/or reasonably could have foreseen Defendant
9 Greene committing the aforementioned acts upon Plaintiff because of: (1) complaints, reports,
10 and/or disclosures to Defendant Academy and/or its agents by subordinate employees of Defendant
11 Greene's sexual harassment, sexual assault, and/or sexual misconduct; (2) complaints, reports,
12 and/or disclosures to the California Department of Fair Employment and Housing by subordinate
13 employees of Defendant Greene's sexual harassment, sexual assault, and/or sexual misconduct; (3)
14 Defendant Academy's exchange of severance packages and/or payment in exchange for Non-
15 Disclosure Agreements with subordinate employees arising out of Defendant Greene's sexual
16 harassment, sexual assault, and/or sexual misconduct upon said employees; (4) Plaintiff's
17 complaints, reports, and/or disclosures of Defendant Greene causing Plaintiff to feel unsafe, stalked,
18 and/or Defendant Greene making unwanted advances toward Plaintiff; and/or (5) the
19 acknowledgment of Plaintiff's supervisors at Defendant Academy of Defendant Greene's
20 propensities.

21 337. Plaintiff is informed and believes and thereon alleges that Defendant Academy
22 knew, should have known, and/or became aware of the aforementioned actions prior to and/or
23 during the period of time in which Defendant Greene sexually harassed, sexually assaulted, sexually
24 battered, battered, and/or assaulted Plaintiff.

25 338. Plaintiff is informed and believes and thereon alleges that because Defendant
26 Academy knew, should have known, and/or became aware of the aforementioned actions, it was
27 reasonably foreseeable to Defendant Academy that Defendants were in violation of FEHA through
28 the above-described acts of Defendant Greene

1 339. At the time of the relevant conduct, Defendant Greene was Plaintiff's supervisor.

2 340. As Defendant Greene was Plaintiff's supervisor at the time of the relevant conduct,
3 Defendant Academy is strictly liable for Defendant Greene's sexual harassment of Plaintiff.

4 341. Plaintiff is informed and believes and thereon alleges that Defendant Greene was
5 acting in the course and scope of his employment with Defendant Academy when he committed the
6 aforementioned acts because: (1) Defendant Greene committed said acts on the premises of
7 Defendant Academy; (2) Defendant Greene committed said acts during work hours maintained by
8 Defendant Academy; (3) Defendant Greene committed said acts at events hosted, authorized,
9 ratified, and/or maintained by Defendant Academy; (4) Defendant Greene committed said acts
10 under the guise of supervising Plaintiff's work, performance, and/or employment; (5) Defendant
11 Academy retained the authority to control, supervise, and/or terminate Defendant Greene during the
12 times in which he committed said acts; (6) Defendant Academy continuously compensated
13 Defendant Greene during the time of said acts; and/or (7) Defendant Academy and/or its agents
14 directed Plaintiff to accede to Defendant Greene's acts in order to maintain her employment.

15 342. Plaintiff is informed and believes and thereon alleges that Defendant Academy
16 approved, authorized, and/or ratified Defendant Greene's harassment of Plaintiff by: (1) failing to
17 discharge, dismiss, discipline, suspend, terminate, control, and/or supervise Defendant Greene after
18 receiving actual and/or constructive notice that Defendant Greene was sexually harassing, sexually
19 assaulting and/or harassing Plaintiff; (2) failing to discharge, dismiss, discipline, suspend, terminate,
20 control, and/or supervise Defendant Greene after receiving actual and/or constructive notice that
21 Defendant Greene had and/or was continuing to sexually harass, sexually assault, and/or harass
22 other female subordinates of Defendant Greene and/or female employees of Defendant Academy;
23 (3) placing Defendant Greene in, and allowing him to create, a workplace environment where
24 Defendant Greene could and would supervise and/or control the conduct of Plaintiff and other
25 subordinate employees; (4) actively shielding Defendant Greene from responsibility for his sexual
26 harassment, sexual assault, and/or harassment of Plaintiff and/or other female employees of
27 Defendant Academy; (5) failing to acknowledge the existence of complaints against Defendant
28 Greene of sexual assault and/or harassment on Plaintiff; (6) failing to inform, or concealing from,

1 law enforcement officials the fact that Defendants knew or had reason to know Defendant Greene
2 may have sexually harassed, sexually assaulted, and/or harassed Plaintiff, thereby enabling Plaintiff
3 to continue to be endangered, sexually harassed, sexually assaulted, and/or harassed; (7) failing to
4 take steps to timely remove Defendant Greene from his employ so as to prevent Defendant Greene
5 from using the authority bestowed upon him by Defendant Academy to gain access to Plaintiff and
6 sexually harass, sexually assault, and/or harass her; (8) failing to take reasonable steps, and to
7 implement reasonable safeguards and/or policies to avoid acts of unlawful sexual misconduct and/or
8 harassment by Defendant Greene; (9) offering severance, payment, and/or items of value to female
9 employees who complained about Defendant Greene's sexual misconduct in exchange for execution
10 of Non-Disclosure Agreements by said employees; (10) failing to instruct, train, or otherwise
11 inform employees of reporting procedures for sexual harassment, sexual assault, and/or harassment
12 in the workplace; (11) failing to maintain a human resources department to protect the health,
13 safety, and well-being of Defendant Academy's employees; and/or (12) failing to train, educate,
14 inform, and/or teach employees of Defendant Academy how to respond to allegations of sexual
15 misconduct and/or harassment.

16 343. The harassing conduct was a substantial factor in causing Plaintiff's harm.

17 344. As a direct and proximate result of the conduct of Defendants, Plaintiff has and will
18 continue to suffer harm, including lost earnings, salary, and/or other job benefits, and humiliation,
19 embarrassment, and emotional distress as a result of the harassment.

20 345. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to
21 Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no
22 event is less than the minimum jurisdictional amount of this Court.

23 346. As a result of Defendants' above-described conduct, Plaintiff has suffered and
24 continues to suffer great emotional distress, and was prevented and will continue to be prevented
25 from performing daily activities and obtaining the full enjoyment of life.

26 347. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
27 Pursuant to California Government Code § 12965(c)(6), Plaintiff is entitled to recover reasonable
28 attorneys' fees and costs in an amount according to proof.

348. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant Academy was oppressive, malicious, manipulative, and despicable in that it was intentional and done in conscious disregard for the rights and safety of others, and was carried out with a conscious disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive and/or exemplary damages against Defendant Academy in an amount appropriate to punish and set an example of Defendant Academy.

SEVENTH CAUSE OF ACTION
FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT
HARASSMENT IN VIOLATION OF THE CALIFORNIA
FAIR EMPLOYMENT AND HOUSING ACT –
CALIFORNIA GOVERNMENT CODE § 12940, et. seq.
(As to Defendant Academy and DOES 1-20, inclusive)

349. Plaintiff repeats, re-alleges, and incorporates herein by reference all consistent paragraphs of this Complaint as if fully set forth herein.

350. At times mentioned herein, Defendant Academy was bound by FEHA. This statute provides, in pertinent part, that it is unlawful for an employer to fail to take all reasonable steps to prevent harassment from occurring.

351. FEHA also provides that it is unlawful to harass an employee and/or applicant on the basis of the employee and/or applicant's membership of a protected class.

352. At all times mentioned herein, FEHA explicitly defined sex as a protected class.

353. At all times mentioned herein, Defendant Academy, and/or its predecessor(s), were, and are, an employer as defined by FEHA.

354. At all times mentioned herein, Plaintiff was an employee and/or applicant of Defendant Academy and/or its predecessor(s).

355. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendant Academy was the employer of Defendant Greene.

356. Plaintiff is informed and believes and thereon alleges as Defendant Greene's

1 employer, Defendant Academy: (1) compensated Defendant Greene; (2) held the authority to
2 control Defendant Greene's work; (3) held the authority to control the location of Defendant
3 Greene's work; (4) held the authority to promote and/or terminate Defendant Greene; and/or (5)
4 held the authority to reprimand Defendant Greene.

5 357. Plaintiff was subjected to unwanted sexual harassment and a hostile work
6 environment, in whole or in part, on the basis of her protected characteristics, her sex and/or gender,
7 in violation of FEHA.

8 358. Defendants' above-described conduct is harassment as defined by FEHA.
9 Defendants' conduct is harassment as Defendant Greene's conduct was sexual harassment and/or
10 gender harassment.

11 359. The harassing conduct was severe or pervasive. Pursuant to California Government
12 Code § 12923(b), a single incident of harassing conduct is sufficient to create a hostile work
13 environment if the harassing conduct has unreasonably entered with Plaintiff's work performance or
14 created an intimidating, hostile, or offensive working environment.

15 360. Defendants' above-described conduct created a work environment that was
16 intimidating, hostile, or offensive to female employees, including Plaintiff, and unreasonably
17 interfered with Plaintiff's work performance.

18 361. Plaintiff is informed and believes and thereon alleges a reasonable person in
19 Plaintiff's circumstances would have considered the work environment maintained by Defendants
20 to be hostile or abusive.

21 362. Plaintiff did, in fact, consider the work environment maintained by Defendants to be
22 hostile or abusive.

23 363. Defendant Greene's above-described conduct is quid pro quo sexual harassment as
24 Defendant Greene conditioned Plaintiff's employment, and her advancement through her career at
25 Defendant Academy, on Plaintiff's accession to Defendant Greene's unwelcomed sexual advances
26 and/or sexual demands.

27 364. Plaintiff is informed and believes and thereon alleges Defendant Academy failed to
28 take all reasonable steps to prevent Defendant Greene from engaging in harassment of Plaintiff

1 and/or other subordinate employees in violation of FEHA.

2 365. Plaintiff is informed and believes and thereon alleges Defendant Academy failed to
3 take all reasonable steps to prevent Defendant Greene from engaging in harassment of Plaintiff
4 and/or other subordinate employees as Defendant Academy: (1) failed to discharge, dismiss,
5 discipline, suspend, terminate, control, and/or supervise Defendant Greene after receiving actual
6 and/or constructive notice that Defendant Greene was sexually harassing, sexually assaulting and/or
7 harassing Plaintiff; (2) failed to discharge, dismiss, discipline, suspend, terminate, control, and/or
8 supervise Defendant Greene after receiving actual and/or constructive notice that Defendant Greene
9 had and/or was continuing to sexually harass, sexually assault, and/or harass other female
10 subordinates of Defendant Greene and/or female employees of Defendant Academy; (3) placed
11 Defendant Greene in, and allowed him to create, a workplace environment where Defendant Greene
12 could and would supervise and/or control the conduct of Plaintiff and other subordinate employees;
13 (4) actively shielded Defendant Greene from responsibility for his sexual harassment, sexual
14 assault, and/or harassment of Plaintiff and/or other female employees of Defendant Academy; (5)
15 failed to acknowledge the existence of complaints against Defendant Greene of sexual assault
16 and/or harassment of Plaintiff; (6) failed to inform, or concealed from, law enforcement officials the
17 fact that Defendants knew or had reason to know Defendant Greene may have sexually harassed,
18 sexually assaulted, and/or harassed Plaintiff, thereby enabling Plaintiff to continue to be
19 endangered, sexually harassed, sexually assaulted, and/or harassed; (7) failed to take steps to timely
20 remove Defendant Greene from his employ so as to prevent Defendant Greene from using the
21 authority bestowed upon him by Defendant Academy to gain access to Plaintiff and sexually harass,
22 sexually assault, and/or harass her; (8) failed to take reasonable steps, and to implement reasonable
23 safeguards and/or policies, to avoid acts of unlawful sexual misconduct and/or harassment by
24 Defendant Greene; (9) offered severance, payment, and/or items of value to female employees who
25 complained about Defendant Greene's sexual misconduct in exchange for execution of Non-
26 Disclosure Agreements by said employees; (10) failed to instruct, train, or otherwise inform
27 employees of reporting procedures for sexual harassment, sexual assault, and/or harassment in the
28 workplace; (11) failed to maintain a Human Resources department to protect the health, safety, and

1 well-being of Defendant Academy's employees; and/or (12) failed to train, educate, inform, and/or
2 teach employees of Defendant Academy how to respond to allegations of sexual misconduct and/or
3 harassment.

4 366. Plaintiff is informed and believes and thereon alleges Defendant Academy knew,
5 should have known, and/or became aware of the aforementioned actions prior to and/or during the
6 period of time in which Defendant Greene sexually harassed, sexually assaulted, sexually battered,
7 battered, and/or assaulted Plaintiff.

8 367. Defendant Academy's failure to take all reasonable steps to prevent harassment was
9 a substantial factor in causing Plaintiff's harm.

10 368. As a direct and proximate result of the conduct of Defendants, Plaintiff has and will
11 continue to suffer harm, including lost earnings, salary, and/or other job benefits, and humiliation,
12 embarrassment, and emotional distress as a result of the harassment.

13 369. As a result of Defendants' conduct, Plaintiff has suffered economic injury, all to
14 Plaintiff's general, special, and consequential damage in an amount to be proven at trial, but in no
15 event is less than the minimum jurisdictional amount of this Court.

16 370. As a result of Defendants' above-described conduct, Plaintiff has suffered and
17 continues to suffer great emotional distress, and was prevented and will continue to be prevented
18 from performing daily activities and obtaining the full enjoyment of life.

19 371. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
20 Pursuant to California Government Code § 12965(c)(6), Plaintiff is entitled to recover reasonable
21 attorneys' fees and costs in an amount according to proof.

22 372. Plaintiff is informed and believes and thereon alleges that the conduct of Defendant
23 Academy was oppressive, malicious, manipulative, and despicable in that it was intentional and
24 done in conscious disregard for the rights and safety of others, and was carried out with a conscious
25 disregard of Plaintiff's rights to be free from such tortious behavior, such as to constitute
26 oppression, fraud or malice pursuant to California Civil Code § 3294, entitling Plaintiff to punitive
27 and/or exemplary damages against Defendant Academy in an amount appropriate to punish and set
28 an example of Defendant Academy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendants:

1. For past, present, and future general damages in an amount to be determined at trial;
2. For past, present, and future special damages, including but not limited to past, present, and future lost earnings, economic damages, and others in an amount to be determined at trial;
3. For any appropriate punitive or exemplary damages;
4. Any appropriate statutory damages;
5. For cost of suit;
6. For interests as allowed by law;
7. For attorney's fees pursuant to California Government Code § 12965(c)(6) or California Code of Civil Procedure § 1021.5; and
8. For such other and further relief as the Court may deem proper.

DATED: December 6, 2023

JEFF ANDERSON & ASSOCIATES, PA

Mike Reck


By: _____
Michael Reck, Esq.
Karin Lang, Esq.
Parker Estenson, Esq.
Attorneys for Plaintiff

DEMAND FOR TRIAL

Plaintiff hereby demands a trial by jury in this matter.

DATED: December 6, 2023

JEFF ANDERSON & ASSOCIATES, PA

By: 
Michael Reck, Esq.
Karin Lang, Esq.
Parker Estenson, Esq.
Attorneys for Plaintiff